SUGGESTED AGENDA
Regular Meeting in the
Armory Civic Center
501 US Hwy 158 Business E., Warrenton, NC

6:00 PM
August 5, 2024

Call to Order Regular Meeting – Chairman or Designee
Moment of Silence & Pledge

Regular Meeting Agenda

1. ADOPT SUGGESTED AGENDA

Conflict of Interest Disclosure Statement

"Members of the Warren County Board of Commissioners are advised, hereby, of their duty under the State Government Ethics Act to avoid conflicts of interest and the appearance of such conflict; and, further, are instructed to refrain from participating in any matter coming before this Board of County Commissioners with respect to which there is a conflict of interest or appearance of such conflict".

- In accordance with the State Government Ethics Act, it is the duty of every Board member to avoid both conflicts of interest and appearances of conflict.
- Does any Board member have any known conflict of interest or appearance of conflict with respect to any matter coming before this Board today?
- If so, please identify the conflict and refrain from any undue participation in the particular matter involved.

2. PRESENTATION

A. FY23 Audit Presentation - Winston, Williams, Creech, Evans, and Company

3. CITIZEN COMMENTS - REGULAR BOARD MEETING

Time set aside to allow individuals to address the Board of Commissioners on issues of concern pertaining to the County.

4. CONSENT AGENDA

A. Tax Collector's Report for June 2024 Presented for Board's Information in Accordance with NCGS 105-350 - Tax Administrator John Preston

B. Tax Release Requests (over/under $100) in Accordance with NCGS 105-381 "Taxpayer's Remedies" as Information Only - Tax Administrator John Preston

C. Consider Approval of the Minutes of the July 1, 2024 Regular Meeting

D. North Carolina County Caucus Resolution Supporting Guilford County's Complaint for a Declaratory Judgement and Motion for a Temporary Restraining Order for Specific Portions of Session Law 2024-34

E. Approval of Resolution Appointing Map Review Officers

F. Approval of Resolution Proclaiming September 2024 as Natural Resources Appreciation Month in Warren County

5. COUNTY MANAGER'S UPDATE – Crystal Smith

A. EMS 24/72 Schedule Update

B. Consider Approval of Opioid Grant Funding Recommendations - Dr. Margaret Brake, Health Director

C. Lead for NC Fellow Update

D. Waste Water Treatment Plant Update

E. Introduction of Planning/Zoning Director Mark Bloomer

F. Needs-Based Public Schools Capital Funds Update

G. Lottery Capital Funding Update

6. ACTION ITEMS

A. Updated Rules & Regulations for new Security Deposit - Public Utilities - Eric St. Sing

B. Approve Warren County Community and Economic Development's application for an Environmental Protection Agency (EPA) Brownfields Assessment Grant for $500,000 following the Warren County Grants Policy - Charla Duncan, Community & Economic Development Director

C. Consider Request from Warren County Environmental Action Team to Partner with Warren County Health Department on EPA Community Change Grant Application for Site Location and Development of Center of Environmental Excellence with WCEAT as the Lead Applicant, and to Add South Warren Elementary School to the Brownfields Assessment if Grant Funds are Available

D. Consider Request from Democracy Green for Partnership with Warren County on EPA Community Change Grant Application for Lead Testing and Replacement of Water Pipes with Warren County as the Lead Applicant

E. Approve Warren County Community and Economic Development's application for an Environmental Protection Agency (EPA) Community Change Grant for up to $20,000,000 (no local match required) following the Warren County Grants Policy - Charla Duncan, Community & Economic Development Director

F. Approve Warren County Community and Economic Development's application for a Great Trails State Program grant for $100,000 (with a $25,000 local match) following the Warren County Grants Policy - Charla Duncan, Community & Economic Development Director

G. Consider Approval of Purchase of a Chevrolet Silverado for the Warren County Sheriff's Office in an Amount Not to Exceed $51,328.00 from Modern Cheverolet Under the North Carolina Sheriff's Association Contract - Sheriff John Branche

H. Consider Approval of Purchase of Two Ford Explorers for the Warren County Sheriff's Office in an Amount Not to Exceed $83,045.60 from Capital Ford Under the North Carolina Sheriff's Association Contract - Sheriff John Branche

I. Consider Approval of the School Resource Officer Memorandum of Understanding with Warren County Schools Beginning July 1, 2024 and Ending June 30, 2027

J. Consider Approval of Contract with Warren County Schools for School Resource Officers Beginning July 17, 2024 and Ending June 30, 2025 in a Total Amount Not to Exceed $190,000

K. Consider Approval of Amended Warren County Memorial Library Board of Trustees By-Laws - Tanika Alston, Library Director

L. Consider Approval of Resolution Declaring Items Surplus and Authorizing Disposal Through Online Auction

M. Consider Approval of Contract Between North Carolina Department of Agriculture and Consumer Services, North Carolina Forest Service, and Warren County in the Amount of $161,274.00 and Authorize Interim County Manager to Execute Documents.

N. Consider Approval of Contracts for Fire Service With the Following Fire Departments:

Afton Elberon VFD - $29,500	Arcola VFD - $29,500	Churchill Five Forks VFD - $34,500	Cokesbury VFD - $5,500
Drewry VFD - $34,500	Ebony VFD -	Epsom VFD - $2,500	Hawtree VFD - $29,500
Inez VFD - $27,000	Lake Gaston VFD - $10,500	Littleton VFD - $8,500	Longbridge VFD - $27,500
Macon VFD - $27,000	Norlina VFD - $32,500	Palmer Springs VFD - $2,500	Ridgeway VFD - $29,500
Roanoke-Wildwood VFD - $30,500	Soul City VFD - $29,500	Warrenton Rural VFD - $33,000	

O. Consider Approval of Paid Firefighter Contracts with 10 Volunteer Fire Departments in the Amount of $33,333.34 Each

P. Consider Approval of Master Agreement and Rental Schedule for Stryker Equipment for Emergency Medical Services (EMS) in the Amount of $326,795.05 Per Year for 10 Years for a Total Contract Amount of $3,267,950.58.

7. BOARD/COMMITTEE/COMMISSION APPOINTMENTS AND RE-APPOINTMENTS

A. Consider Approval of Appointments of Lisa Jordan-Ellis (First Term) and Lianndra Davis (First Term) to the Warren County Memorial Library Board of Trustees for Three-Year Terms Beginning July 1, 2024 and Ending June 30, 2027 as Recommended by the Board of Trustees

8. BOARD OF COUNTY COMMISSIONERS' UPDATES

9. CLOSED SESSION IN ACCORDANCE WITH NCGS 143-318.11(a)(5) FOR PROPERTY ACQUISITION

10. ADJOURN August 5, 2024 BOARD MEETING

Tax Collector's Report
to the Warren County Board of Commissioners
For the Month June 2024

2023-2024

Current Year Collections

Tax Year	Charge	Collected in June	Collected to Date	Balance Outstanding	Percentage Collected
June 2024 FY 24	$20,259,693	$77,529	$19,906,097	$353,596	98.25
June 2023 FY 23	$19,769,811	$61,858	$19,386,115	$383,695	98.06

Delinquent Collections

2022	$425,576	$6,823	$226,598	$198,978	53.24
2021	196,684	5,817	59,351	$137,333	30.18
2020	135,478	2,393	24,878	$110,600	18.36
2019	148,740	1,200	17,418	$131,321	11.71
2018	89,239	832	7,546	$81,693	8.46
2017	88,422	597	6,875	$81,547	7.78
2016	67,068	800	5,614	$61,454	8.37
2015	55,888	199	3,930	$51,958	7.03
2014	47,385	362	3,437	$43,948	7.25
2013	75,533	177	6,023	$69,510	7.97
Total Delinquent Years	$1,330,013	$19,200	$361,670	$968,342	

Other June Receipts		
County Penalties	$ 11,845	$ 88,622
Landfill User Fees	$ 14,576	$ 1,549,728
Municipalities	$ 3,473	$ 673,979
Fire District Taxes	$ 6,070	$ 1,190,926
Advance Taxes	$ 33,656	$ 134,684
JUNE GRAND TOTAL	$228,207	$43,291,821

John Preston, Tax Administrator 7/15/2024

John Preston, Tax Administrator

Over $100 **8/5/2024** **CO MGR INITIALS:_______ Date:_____________**

ERROR CORRECTION RELEASES:

ALSTON ELHAJJ M	2023 23489-200	26955	$ 267.56	MH SOLD 8/13/2012 PER DMV RECORDS
ALSTON ELHAJJ M	2022 23489-200	29583	$ 290.36	MH SOLD 8/13/2012 PER DMV RECORDS
ALSTON ELHAJJ M	2021 23489-200	26733	$ 313.16	MH SOLD 8/13/2012 PER DMV RECORDS
ALSTON ELHAJJ M	2020 23489-200	26540	$ 335.96	MH SOLD 8/13/2012 PER DMV RECORDS
ALSTON ELHAJJ M	2019 23489-200	26397	$ 355.29	MH SOLD 8/13/2012 PER DMV RECORDS
ALSTON ELHAJJ M	2018 23489-200	29083	$ 377.85	MH SOLD 8/13/2012 PER DMV RECORDS
ALSTON ELHAJJ M	2017 23489-200	29083	$ 394.48	MH SOLD 8/13/2012 PER DMV RECORDS
ALSTON ELHAJJ M	2016 23489-200	57311	$ 386.70	MH SOLD 8/13/2012 PER DMV RECORDS
ALSTON ELHAJJ M	2015 23489-200	54172	$ 389.01	MH SOLD 8/13/2012 PER DMV RECORDS
ALSTON ELHAJJ M	2014 23489-200	51399	$ 406.02	MH SOLD 8/13/2012 PER DMV RECORDS
ALSTON HUGH JR	2023 37904-200	27551	$ 170.40	MH ABANDONED
ALSTON HUGH JR	2022 37904-200	30226	$ 184.80	MH ABANDONED
ALSTON HUGH JR	2021 37904-200	27406	$ 199.20	MH ABANDONED
ALSTON HUGH JR	2020 37904-200	27169	$ 213.60	MH ABANDONED
ALSTON HUGH JR	2019 37904-200	26753	$ 227.78	MH ABANDONED
ALSTON HUGH JR	2018 37904-200	26487	$ 242.18	MH ABANDONED
ALSTON HUGH JR	2015 37904-200	53949	$ 254.67	MH ABANDONED
ALSTON HUGH JR	2014 37904-200	51217	$ 262.85	MH ABANDONED
ALSTON HUGH JR	2013 37904-200	48599	$ 280.04	MH ABANDONED
ALSTON JOHNNY E	2023 01209-200	26612	$ 165.77	MH ABANDONED
ALSTON JOHNNY E	2022 01209-200	29220	$ 166.04	MH ABANDONED
ALSTON JOHNNY E	2021 01209-200	26346	$ 166.17	MH ABANDONED
ALSTON JOHNNY E	2020 01209-200	26201	$ 166.04	MH ABANDONED
ALSTON JOHNNY E	2019 01209-200	27286	$ 165.77	MH ABANDONED
ALSTON JOHNNY E	2018 01209-200	26091	$ 165.77	MH ABANDONED
ALSTON JOHNNY E	2017 01209-200	26091	$ 165.35	MH ABANDONED
ALSTON JOHNNY E	2016 01209-200	57009	$ 145.91	MH ABANDONED
ALSTON JOHNNY E	2015 01209-200	53887	$ 132.89	MH ABANDONED
ALSTON JOHNNY E	2014 01209-200	51159	$ 132.23	MH ABANDONED
ALSTON JOHNNY E	2013 01209-200	48489	$ 133.11	MH ABANDONED
ALSTON RICHARD & MILDRED	2015 10407-200	54228	$ 246.16	BOTH DECEASED
ALSTON RICHARD & MILDRED	2016 10407-200	57359	$ 279.90	BOTH DECEASED
ALSTON RICHARD & MILDRED	2017 10407-200	29641	$ 297.30	BOTH DECEASED
ALSTON RICHARD & MILDRED	2018 10407-200	29641	$ 282.84	BOTH DECEASED
ALSTON RICHARD & MILDRED	2019 10407-200	26166	$ 266.04	BOTH DECEASED
ALSTON RICHARD & MILDRED	2020 10407-200	26166	$ 250.55	BOTH DECEASED
ALSTON RICHARD & MILDRED	2021 10407-200	26306	$ 233.63	BOTH DECEASED
ALSTON RICHARD & MILDRED	2022 10407-200	29184	$ 217.01	BOTH DECEASED
ALSTON RICHARD & MILDRED	2023 10407-200	26576	$ 171.76	BOTH DECEASED
REED HATTIE	2018 37833-200	31357	$ 400.18	DOUBLE BILLED
TABOR AUTO CENTER	2022 25478-200	31879	$ 267.41	OUT OF BUSINESS

TOTAL ERROR CORRECTIONS: **$ 10,169.74**

Under $100 **8/5/2024** **CO MGR INITIALS:_______ Date:______________**

ERROR CORRECTION RELEASES:

NAME	Year	ACCT#	MAP #	RECORD #	AMOUNT	REASON
ALSTON HUGH JR	2017	37904-200		26487	$ 7.89	MH ABANDONED
ALSTON HUGH JR	2016	37904-200		57070	$ 7.19	MH ABANDONED
RICHARDSON TIMOTHY K	2023	16872-301		16463	$ 2.00	BILL ERROR
SUB-TOTAL ERROR CORRECTIONS:					**$ 17.08**	

Board of Commissioners Regular Meeting

July 1, 2024

MINUTES

1. SPECIAL PRESENTATION OF ADVANCED LAW ENFORCEMENT CERTIFICATE TO DEPUTY JAMES DARNELL POWELL - Sheriff John Branche

2. ADOPT SUGGESTED AGENDA

On motion of Commissioner Davis, seconded by Commissioners Powell, and duly carried by unanimous vote, the Suggest Agenda was approved.

3. PUBLIC HEARING
ESTABLISHING WARREN COUNTY TOURISM DEVELOPMENT AUTHORITY

A. Comments from Staff

Community and Economic Development Director Charla Duncan provided an overview of the proposed Tourism Development Authority. Commissioner Davis stated he would like to see representation on the TDA from all five Commissioner Districts.

B. Citizen Comments

No Citizen Comments

4. PUBLIC HEARING
REZONING REQUEST FOR PARCEL K3C 155A FROM RESIDENTIAL TO LAKESIDE BUSINESS

A. Comments from Staff

Becca Mounts of Stewart provided an overview of the request for rezoning of parcel K3C 155A from Residential to Lakeside Business.

B. Citizen Comments

1. Macon Grissom spoke in favor of the rezoning.
2. Hannah Poteat read a statement from a publication from the UNC School of Government written by David Owens concerning spot zoning. Ms. Poteat stated that if this rezoning is approved it would set a precedent for future rezoning requests.
3. Rafael Aviles, the owner of the property and applicant for rezoning, stated that he would like to have the rezoning approved so that he can build and operate his business.
4. Yvette Manuel, resident of Eatons Ferry Estates, supports the rezoning.
5. Angelena Kearney Dunlap, on behalf of the Economic Development Commission, spoke in favor of the rezoning.
6. Miguel Aviles spoke in support of the rezoning.
7. Steven Ramirez spoke in support of the rezoning.
8. Margaret Morgan, resident of Eatons Ferry Estates, spoke in opposition of the rezoning request.
9. Chris Gucwa, resident of Eatons Ferry Estates, spoke in opposition of the rezoning request.
10. Lauren Miller provided a map of the area and stated that she believes this would be spot zoning and she is strongly opposed to the rezoning.
11. Michael Baldi did not wish to make comments.

5. PUBLIC HEARING
COMMUNITY DEVELOPMENT BLOCK GRANT - NEIGHBORHOOD REVITALIZATION FUNDING

A. Comments from Staff

The Community Development Block Grant program is HUD Funding for small counties to operate

Neighborhood Revitalization programs, and funding supports low to moderate income households.

B. Citizen Comments
No Citizen Comments

6. CITIZEN COMMENTS - REGULAR BOARD MEETING

1. Barbara Espinosa yielded her time to Deborah Ferrucio
2. Deborah Ferrucio stated that if the Zoning can be changed through rezoning requests, then there is no need to have a Zoning Ordinance. She further stated that the Noise Ordinance allows for High Impact Land Use (HILU), and she feels that as the birthplace of Environmental Justice, Warren County should not allow polluters like HILU companies to locate here. Ms. Ferrucio asked that the Board of Commissioners not partner with Warren County Environmental Action Team on a Center for Environmental Excellence as previously requested by the WCEAT.
3. Reinaldo Espinosa did not wish to speak.

7. CONSENT AGENDA

A. Approve Minutes of June 3, 2024 Regular Meeting, June 3, 2024 Budget Work Session, June 10, 2024 Public Hearing and Special Meeting, and June 26, 2024 Work Session
On motion of Commissioner Davis, seconded by Commissioner Hunt, and duly carried by unanimous vote, the minutes of the June 3, 2024 Regular Meeting, June 3, 2024 Budget Work Session, June 10, 2024 Public Hearing and Special Meeting, and June 26, 2024 Work Session were approved.

B. Tax Collector's Report for May 2024 Presented for Board's Information in Accordance with NCGS 105-350 - Tax Administrator John Preston
On motion of Commissioner Davis, seconded by Commissioner Hunt, and duly carried by unanimous vote, the Tax Collector's Report for May 2024 was approved.

C. Tax Release Requests (over/under $100) in Accordance with NCGS 105-381 "Taxpayer's Remedies" as Information Only - Tax Administrator John Preston
On motion of Commissioner Davis, seconded by Commissioner Hunt, and duly carried by unanimous vote, the Tax Release Requests (over/under $100) was approved.

D. Consider Approval of Proclamation Declaring July 2024 as Parks & Recreation Month
On motion of Commissioner Davis, seconded by Commissioner Hunt, and duly carried by unanimous vote, Proclamation Declaring July 2024 as Parks & Recreation Month was approved.

8. COUNTY MANAGER'S UPDATE – Crystal Smith

1. Interim County Manager Crystal Smith introduced the new Animal Control Director, Courtney Lockey
2. Public Utilities online payment service is now available.
3. The Magnolia-Ernest Park pool did not pass inspection due to a phone line issue. They hope to have inspection in place and open the pool by July 9th.
4. Fun Fest Midway would like to hold a carnival again this year at 429 W. Ridgeway Street. Commissioner Hunt recommended establishing a committee to work with Fun Fest.
5. Reminder - a Joint Meeting with Municipalities will be held at 6:00 p.m. on Wednesday, August 21, 2024.
6. Broadband Update - grant funds will be split between Spectrum/Charter and Connect Holding II, LLC/Brightspeed to provide services in Warren County. Justin Delancey stated that construction is scheduled to begin the second week of July between Drewry Volunteer Fire Department and Buchannons Store.
7. AccessOn provided a second quarter update. At this time, they are on schedule.

9. FINANCE OFFICE – Nikki Dickerson

A. Consider Approval of Amended FY23 Audit Contract with Winston, Williams, Creech, Evans and Company, LLP

On motion of Commissioner Hunt, seconded by Commissioner Davis, and duly carried by unanimous vote, the Amended FY23 Audit Contract with Winston, Williams, Creech, Evans and Company, LLP was approved.

B. Consider Approval of Audit Contract with Winston, Williams, Creech, Evans and Company, LLP for FY24

On motion of Commissioner Hunt, seconded by Commissioner Davis, and duly carried by unanimous vote, the Audit Contract for FY24 with Winston, Williams, Creech, Evans and Company, LLP in an amount not to exceed $110,000.00 was approved.

10. ACTION ITEMS

A. Consider Approval of Resolution Establishing a Warren County Tourism Development Authority - Charla Duncan, Community & Economic Development Director

On motion of Commissioner Davis, seconded by Commissioner Hunt, and duly carried by unanimous vote, Resolution Establishing a Warren County Tourism Development Authority was approved.

B. Request for Clarification and Adoption of a Consistency Statement: Rezoning Application for Parcel K3C 155A" - County Attorney Shiekel Richardson and Planning/Zoning Staff

On motion of Commissioner Davis, seconded by Commissioner Hunt, and duly carried by unanimous vote, the rezoning request for Parcel K3C 155A from Residential to Lakeside Business was found to reasonable and consistent with the Warren County Comprehensive Plan, and it is consistent with land use and housing goals identified by Warren County, and therefore the rezoning is approved.

C. Consider Approval of the Community Center Site Feasibility and Design Work by CPL Architects & Engineers, PC in an Amount not to Exceed $134,350 and Authorize the Interim County Manager to Execute all Documents - Charla Duncan, Community & Economic Development Director

On motion of Commissioner Hunt, seconded by Commissioner Davis, and duly carried by unanimous vote, the Community Center Site Feasibility and Design Work by CPL Architects & Engineers, PC in an amount not to exceed $134,350 was approved and the Interim County Manager is authorized to execute all documents.

D. Consider Approval of Resolution Authorizing Execution of Kroger Opioid Settlement and Approving Supplemental Agreement for Additional Funds - County Attorney Shiekel Richardson

On motion of Commissioner Hunt, seconded by Commissioner Davis, and duly carried by unanimous vote, execution of the Kroger Opioid Settlement and Supplemental Agreement for additional funds was approved.

E. Consider Approval of Warren County Memorial Library 2024 Through 2028 High-Level Strategic Plan

On motion of Commissioner Davis, seconded by Commissioner Powell, and duly carried by unanimous vote, the Warren County Memorial Library 2024-2028 High-Level Strategic Plan was approved.

F. Consider Approval of Appointment of Courtney Lockey as Animal Control Director Effective July 1, 2024 at an Annual Salary of $50,233

On motion of Commissioner Hunt, seconded by Commissioner Powell, and duly carried by unanimous vote, the appointment of Courtney Locke as Animal Control Director effective July 1, 2024 at an annual salary of $50,233 was approved.

G. Consider Approval of Appointment of Mark Bloomer as Planning/Zoning Director Effective August 1, 2024 at an Annual Salary of $74,915

On motion of Commissioner Davis, seconded by Commissioner Powell, and duly carried by unanimous vote, the appointment of Mark Bloomer as Planning/Zoning Director effective August 1, 2024 at an annual salary of $74,915 was approved.

11. PRESENTATIONS

A. Paved Trails Feasibility Final Report

12. BOARD/COMMITTEE/COMMISSION APPOINTMENTS AND RE-APPOINTMENTS

A. Consider Re-appointment of John Skinner to the Town of Littleton Planning Board for a Three-Year Term Beginning July 1, 2024 and Ending June 30, 2027 as Requested by the Town of Littleton Planning Board

On motion of Commissioner Davis, seconded by Commissioner Hunt, and duly carried by unanimous vote, John Skinner was appointed to the Town of Littleton Planning Board for a three-year term beginning July 1, 2024 and ending June 30, 2027.

B. Consider Appointment of John Skinner to the Town of Littleton Board of Adjustments for a Three-Year Term Beginning July 1, 2024 and Ending June 30, 2027 as Requested by Town of Littleton Planning Board

On motion of Commissioner Davis, seconded by Commissioer Hunt, and duly carried by unanimous vote, John Skinner was appointed to the Town of Littleton Board of Adjustments for a three-year term beginning July 1, 2024 and ending June 30, 2027.

13. BOARD OF COUNTY COMMISSIONERS' UPDATES

14. CLOSED SESSION IN ACCORDANCE WITH NCGS 143-318.11(a)(5) FOR PROPERTY ACQUISITION AND PERSONNEL, AND NCGS 143-318.11(a)(4) FOR BUSINESS AND INDUSTRY EXPANSION

On motion of Commissioner Davis, seconded by Commissioner Hunt, and duly carried by unanimous vote, the Board entered Closed Session in accordance with NCGS 143-318.11(a)(4) for Property Acquisition and Personnel, and NCGS 143-318.11(a)(4) for Business and Industry Expansion.

On motion of Commissioner Hunt, seconded by Commissioner Davis, and duly carried by unanimous vote, the Board returned to Open Session.

15. ADJOURN July 1, 2024 BOARD MEETING

____
Paula Pulley, Clerk to the Board

WARREN COUNTY BOARD OF COMMISSIONERS

602 WEST RIDGEWAY STREET
POST OFFICE BOX 619
WARRENTON, NORTH CAROLINA 27589

Phone: (252) 257-3115
Fax: (252) 257-5971
www.warrencountync.com

NORTH CAROLINA COUNTY CAUCUS RESOLUTION SUPPORTING GUILFORD COUNTY'S COMPLAINT FOR A DECLARATORY JUDGMENT AND MOTION FOR A TEMPORARY RESTRAINING ORDER FOR SPECIFIC PORTIONS OF SESSION LAW 2024-34

WHEREAS, counties in North Carolina play a crucial role in the operation and oversight of Local Management Entities/Managed Care Organizations (LME/MCOs), which are essential for providing mental health, developmental disability, and substance abuse services to our communities; and

WHEREAS, the voices and input of counties and their residents are vital to ensure that LME/MCOs effectively serve the needs of our most vulnerable populations, including individuals with mental health conditions, developmental disabilities, and those in need of substance abuse treatment and maintains transparency and accountability in the management of Medicaid dollars; and

WHEREAS, legislation submitted on June 27, 2024 in Senate Bill 425 (now SL 2024-34), specifically Section 16(a) and (b), removes the critical voices of the Trillium LME/MCO counties in determining the governing board structure and shifts authority to the LME/MCO Area Authority CEO and the Secretary of the Department of Health and Human Services, effectively disenfranchising 46 counties in North Carolina and undermining the collaborative efforts and existing laws that have been established to provide a democratic process to the oversight of comprehensive care of Medicaid services; and

WHEREAS, this legislative action was submitted without the knowledge or authorization of the sitting LME/MCO governing body and bypassed the General Assembly's Joint Legislative Oversight Committee on Health and Human Services resulting in lack of adequate consultation, transparency, or consideration of the impact on local governance and the communities that will be directly affected; and

WHEREAS, the removal of county involvement in the LME/MCO governance structure as stipulated in the new SL 2024-34 silences the voices of local representatives and residents who are best positioned to understand and address the unique needs of their communities; and

WHEREAS, the imposition of these changes sets a dangerous precedent by shifting power away from the people, limiting counties' ability to advocate for the necessary resources, policies, and services that ensure the well-being and health of their most vulnerable citizens; and

WHEREAS, Guilford County has taken a stand against these changes by filing a Complaint for Declaratory Judgement and Motion for a Temporary Restraining Order for Section 16(a) and (b) of Session Law 2024-34, seeking to preserve the integrity of local governance and maintain the essential role of counties in the oversight and administration of LME/MCOs;

NOW, THEREFORE, BE IT RESOLVED by the Warren County Board of County Commissioners that we hereby express our support for Guilford County's Complaint for Declaratory Judgement and Motion for a Temporary Restraining Order for Section 16(a) and (b) of Session Law 2024-34; and

BE IT FURTHER RESOLVED that the Warren County Board of County Commissioners stands with Guilford County and the other counties affected by Session Law 2024-34, advocating for the preservation of local voices and the democratic process in the development of a proper governance structure for LME/MCOs; and

BE IT FURTHER RESOLVED that copies of this resolution be transmitted to the North Carolina General Assembly, the Governor of North Carolina, and other relevant stakeholders to emphasize the importance of maintaining county involvement in LME/MCO governance and oversight, and to advocate for the reconsideration and repeal of specific portions of Session Law 2024-34, Section 16(a) and (b).

Adopted this 5th day of August 2024.

____

Jennifer Pierce, Chair

ATTEST:

____

Paula Pulley, Clerk to the Board

RESOLUTION APPOINTING REVIEW OFFICERS

WHEREAS, G.S. 47-30.2 authorizes the governing body of each county to designate an official(s) experience in mapping or land records management as a Review Officer to review each map and plat required to be submitted for review before said map/plat is presented to the Register of Deeds for recording; and

WHEREAS, said Review Officer shall expeditiously review each map or plat prior to submission to the Register of Deeds for recording to ensure compliance with all statutory requirements for recording; and

WHEREAS, the County of Warren wishes to notify the Land Records Management Division, NC Department of the Secretary of State of its designation as required by G.S. 47-30.2.

NOW, THEREFORE, BE IT RESOLVED that the December 4, 2023 resolution appointing review officers be dissolved; and

BE IT FURTHER RESOLVED that the following are hereby designated as the Review Officers for Warren County: Mark Bloomer, Planning/Zoning Director, Erik Hilliard (GIS Technician), and Becca Mountz (Planning Staff Consultant).

BE IT FUTHER RESOLVED that the certification of the Review Officer shall be in substantially the following form and must be affixed on each map/plat prior to recording.

STATE OF NORTH CAROLINA

COUNTY OF WARREN

I, ______________________________, Review Officer of Warren County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

____

Review Officer

Date: ______________________________

Adopted this 5th day of August, 2024

____

Jennifer Pierce, Chair

ATTEST:

____

Paula Pulley, Clerk to the Board

COUNTY OF WARREN

STATE OF NORTH CAROLINA

A RESOLUTION PROCLAIMING SEPTEMBER 2024 AS
"NATURAL RESOURCES APPRECIATION MONTH"
IN WARREN COUNTY, NC

WHEREAS, Warren County is the birthplace of the environmental justice movement, a fact deserving of commemoration and celebration; and

WHEREAS, it is vital to the prosperity of out communities to continue to protect our natural resources; and

WHEREAS, Warren County is traditionally an agriculture community and dependent on consistently abundant resources of clean water, air, and soil; and

WHEREAS, Lake Gaston and Kerr Lake draw residents and visitors to participate in tourism and positively contribute to our economy; and

WHEREAS, green spaces and outdoor recreation areas throughout Warren County greatly contribute to the quality of life of residents and visitors; and

WHEREAS, commercial, industrial, agricultural and private citizens have mutual interest in protecting the natural resources in Warren County, and can make positive contributions to protect North Carolina's natural resources; and

NOW, THEREFORE, BE IT RESOLVED THAT I, Jennifer Pierce, Chair of the Warren County Board of Commissioners, do hereby proclaim the month of September to be

NATURAL RESOURCES APPRECIATION MONTH

and encourage all county officials, employees, schools and residents to participate in county events and activities in observance and support of our vital natural resources.

Adopted this 5th day of August, 2024.

Warren County Board of Commissioners

____
Jennifer Pierce, Chair

ATTEST:

____
Paula Pulley, Clerk to the Board

1. CLASSIFICATION OF SERVICE
    A. Residential & Churches
    B. Other (Schools and Commercial users)
2. RATE SCHEDULE AND TAP-ON FEES
    A. All water rates and tap fees shall be those most recently adopted by the Warren County Board of Commissioners and a schedule of same shall be available upon request at the Warren County Public Utilities Office.
    B. Water service to any separate structure shall require separate metering. A user is defined as house, mobile home, other residence or place of business; and each user must be metered separately.
    C. Blow-off taps will not be used by customers under any circumstances. All tap fees must be paid.
    D. Bulk customers may be allowed. Bulk customers will be determined on a case-by-case basis.
3. APPLICATION FOR SERVICE
    A. Service will be supplied only to those who have paid the tap fee and deposit.
    B. Application for service shall be made with the Warren County Public Utilities office.
    C. Application for service shall be accompanied by a water deposit of *$150.00* or a water/sewer deposit of *$175.00*, and an Activation fee of $30.00 for new accounts and the appropriate tap-fee, if required. If the Social Security Number of customer is not provided at the time of application the applicable water deposit shall be doubled,
    D. Deposits are refundable upon termination of service and settlement of all accounts.
    E. Deposits are non-interest bearing.
    F. Tap-on fees are non-refundable once taps have been installed and once installed, taps will not be relocated without payment of additional tap fee.
    G. All customers are required to make deposit with application for service.
    H. The individual in whose name the account is established shall be responsible for payment of all bills incurred in connection with the service furnished. Should it be determined that the applying individual is deceased the account will need to be closed in said individual's name and the person receiving the property will need to apply for water service and pay the security deposit and activation fee
    I. Where the County finds that the request for a deposit refund is questionable, the County may require the refund applicant to produce the deposit receipt properly endorsed.
    J. The County may reject any application for service if the County cannot provide a service at a standard cost or if said service may affect the supply of water to existing customers, or for any other good and sufficient reasons deemed necessary by the Board of Commissioners.
    K. The County may reject any application for service when the applicant is delinquent in payment of bills incurred for service previously supplied at any location. When a member of the household has been served water and has not paid for same, the County shall not be required to render service to any other member at said location where the water was used until said water bill has been paid. When all members of the same household move to a new location, service will not be rendered under the name of a different household member until all previous bills have been paid.
    L. For violation of any of the provisions of these rules relating to application for service, the County may at the expiration of thirty days from the date of mailing a written notice to the last known address of the Consumer, discontinue service. Any applicable fees will be charged for reinstatement of services.
4. INITIAL OR MINIMUM CHARGE
    A. All customers that signed up for a tap during the early incentive sign up offer and have subsequently received a meter tap during construction, shall have a maximum of 90 days to connect to the County water system, once water is available for use. After this time period has elapsed a $12.00 monthly

charge shall be levied until such time as the connection is made. Upon connection to the water system, the customer must remain a water user for a period of 12 months before discontinuing water service. Discontinuation of water service prior to 12 months will result in resumption of the $12.00 monthly charge until such time as connection is restored.

B. The initial or minimum charge, as provided in the rate schedule, shall be made for each meter installed and connected, regardless of location. Each meter requires a separate meter reading sheet, and each meter reading sheet shall cover a separate and individual account.

C. Water furnished for a given lot shall be used on that lot only. Each consumer's service must be separately metered at a single delivery and metering point. Each commercial unit and each storeroom or stall used for business purposes, shall be metered separately from any residential use and vice versa, whether now in service or to be installed in the future.

5. <u>COUNTY'S RESPONSIBILITY AND LIABILITY</u>

A. The County shall run a service line from its distribution line to the property line where the distribution line runs immediately adjacent and parallel to the property to be served, and for which a tap-on fee and meter then in effect will be charged. All services and meters shall remain on State right-of-way or County right-of-ways and easements.

B. The County may install its meter at the property line or at the County's option, on the consumer's property or in a location mutually agreed upon.

C. When two or more meters are to be installed on the same premises for different consumers they shall be closely grouped and each clearly designated to which consumer it applies.

D. The County does not assume the responsibility of inspecting the consumer's piping or apparatus and wilt not be responsible therefore.

E. The County reserves the right to refuse service unless the consumer's line or piping is installed in such manner as to prevent cross-connections or backflow and multiple hook-ups. Under no conditions shall cross-connections with the County System be permitted (l. The County reserves the right to inspect the customer's well or outside water flow apparatus to ensure cross-connections and multiple hookups are not present). Violation of this regulation may be considered tampering with a public water supply, carrying with it a minimum of $100.00 fine.

F. The County shall not be liable for damage of any kind whatsoever resulting from water or the use of water on the consumer's premises, unless such damage results directly from negligence on the part of the County. The County shall not be responsible for any damage done by or resulting from any defect in the piping, fixtures or appliances on the consumers premises. The County shall not be responsible for negligence of third persons or forces beyond the control of the county resulting in any interruption of service.

G. Under normal conditions of scheduled maintenance, the consumer will be notified of any anticipated interruption of service. Emergency repairs and unscheduled maintenance, may cause service disruption, for which the customer may not be notified.

H. The County will cut off service to any customer whose pipes are busted from freeze or other damage from the meter through the house if the pipes or lines are not repaired immediately. A service charge of $30.00 will be charged to cut the water back on.

I. The County shall not be liable for damages of any kind to household appliances to include refrigerators, ice-makers, hot water heaters as well as hot water furnaces, if service is discontinued for non-payment of bill.

J. The County shall not be liable for any damages to household appliances to include hot water heaters, icemakers, refrigerators as well as hot water furnaces as a result of water being turned off to make emergency repairs to lines, tanks and pumps after an attempt has been made to notify the customers.

6. <u>CONSUMER'S RESPONSIBILITY</u>

A. Piping on the consumer's premises must be so arranged that the connections are conveniently located with respect to the County lines or mains.

B. If the customer's piping on consumer's premises is so arranged that the County is called upon to provide additional meters, each place of metering will be considered as a separate and individual account.

C. Where meter is placed on premises of a consumer, a suitable place shall be provided by consumer for placing such meter-unobstructed and accessible at all times to the meter reading.

D. The County recommends that the consumers shall furnish and maintain a private cutoff valve on the consumer's side of the meter; the County to provide a like valve on the County's side of meter or within the meter.

E. The consumer's piping and apparatus shall be installed and maintained by the consumer at the consumer's expense in a safe and efficient manner and in accordance with the County's rules and regulations and in full compliance with the sanitary regulations of the State Board of Health. IN NO INSTANCE SHALL A CROSS CONNECTION BE ALLOWED.

F. The consumer shall guarantee proper protection for the County's property placed on the consumer's premises and shall permit access to it only by authorized representatives of the County.

G. In the event that any loss or damage to the property of the County or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the consumer, his agents or employees, the cost of the necessary repairs or replacements shall be paid by the consumer to the County and any liability otherwise resulting shall be assumed by the consumer.

H. The amount of such loss or damage or the cost of repairs shall be added to the consumer's bill; and if not paid, service shall be discontinued by the County.

7. EXTENSIONS TO MAINS AND SERVICES

A. Water distribution lines to serve undeveloped or private subdivisions will be handled as follows:

l. The developer, at his expense will submit for reviews and approval by the County, its engineer and the State Board of Health.
2. The developer, at his expense will install the lines in accordance with the approved plans.
3. Upon completion of the new extension, the developer may deed the complete facility, to include all rights of ways, easements, permits, franchises and authorizations or other instruments needed, for the operation and maintenance of the facility, to the County. The County will not reimburse the developer for the extension.

8. ACCESS TO PREMISES

A. Duly authorized agents of the County shall have access at all reasonable hours to the premises of the consumer for the purpose of installing or removing County's property, inspecting piping, checking for cross-connections, checking for multiple hookups, reading or testing meters or for any other purpose, in connection with the County's service and facilities.

B. Each consumer shall grant or convey or shall cause to be granted or conveyed, to the County a perpetual easement and right of way across any property owned or controlled by the consumer wherever said perpetual easement and right of way is necessary for the County water facilities and lines so as to be able to furnish service to the customer.

9. CHANGE OF OCCUPANCY

A. Not less than three days' notice must be given in person or in writing, at the Water Department, to discontinue service for a change in occupancy.

B. The outgoing party shall be responsible for all water consumed up to the time of departure, or the time specified for departure, whichever period is longest.

C. In the event co-applicants no longer live in the same residence wherein services are provided, the non-resident's name shall be removed from the account, and any further responsibility effective on the date of signed consent, court order, or other reliable documentation (e.g., an affidavit by the remaining resident). Any outstanding balance as of his/her move-out date shall be offset by the non-resident's equal share of the security deposit. Otherwise, the non-resident's share of the security deposit shall be returned as provided in Section 3. C. Application and Services."

10. METER - READING - BILLING - COLLECTION

A. Meters will be read and bills rendered monthly; but the County reserves the right to vary the dates or length of period covered, temporarily or permanently if necessary or desirable.

B. Bills for water will be figured in accordance with the County's published rate schedule then in effect and will be based on the amount consumed for the period covered by the meter readings.

C. Charge for service commences when the meter is installed, whether used or not.

D. Readings from different meters will not be combined for billing, irrespective of the fact that said meters may be allowed for hook-up on initial installation of the water system.

E. Bills are due when rendered and become delinquent at 4:30pm on the last day to pay. If payment is not received in the Public Utilities' office by 4:30pm on the last day to pay, a late charge of $30.00 will be added to the account. Service is subject to be disconnected within 24 hours after the due date.

F. Failure to receive bills or notices shall not prevent such bills from becoming delinquent or relieve the consumer from payment.

G. There will be a $30.00 NSF charge on all checks returned to the water department and a $30.00 reconnect fee for those that have been turned off due to non-payment of the NSF.

11. SUSPENSION OF SERVICE

A. When services are discontinued and all bills paid, the security deposit will be refunded.

B. After 2 months of discontinuance of service for nonpayment of bills, the deposit will be applied by the County toward settlement of the account. Any balance will be refunded to the consumer; but if the deposit is not sufficient to cover the bill, the County may proceed to collect the balance in the usual way provided by law for the collection of debts.

C. Service discontinued for nonpayment of bills will be restored only after the customer's balance is paid in full. Service will be re-connected within 24 hours of receipt of payment.

D. The County reserves the right to discontinue its service without notice for the following additional reasons.

1. To prevent fraud or abuse.
2. Consumers willful disregard of the County's rules.
3. Emergency repairs,
4. Insufficiency of supply due to circumstances beyond the County's control.
5. Legal processes.
6. Direction of public authorities
7. Strike, riot, fire, flood, accident or any unavoidable cause.

E. The County may, in addition to persecution by law, permanently refuse service to any customer who tampers with a meter or other measuring device as well as pull said meter until all monies due are paid in full.

12. COMPLAINTS - ADJUSTMENTS

A. If the consumer believes his bill to be in error, he shall present his claim in person, at the County Water and Sewer Department Billing Office before the bill becomes delinquent. Such claim if made after the bill has become delinquent shall not be effective in preventing discontinuance of service as heretofore provided. The consumer may pay such bill under protest and said payment shall not prejudice his claim.

B. The County will make special meter readings at the request of the consumer. If such special reading discloses that the meter was misread, a bill may be adjusted or a credit may be applied to the next bill.

C. Meters will be tested at the request of the consumer upon payment to the County of the actual cost to the County of making the test provided; however, that if the meter is found to over-register beyond 3 per centum of the correct volume, no charge will be made.

D. If the seal of a meter is broken by other than the County's representative or if the meter fails to register correctly or is stopped for any cause, the consumer shall pay an amount estimated from the record of his previous bills and/or from other proper data.

13. ABRIDGEMENT OR MODIFICATION OF RULES

A. No promise, agreement or representation of any employee of the County shall be binding upon the County except as it shall have been agreed upon in writing, signed and accepted by the acknowledged representative of the County.

B. No modification of rates or any of the rules and regulations shall be made by any Agent of the County.

14. ADOPTION OF RULES AS AMENDED

Until further order of the Board of Commissioner of Warren County, North Carolina, the rules and regulations as the same are hereinabove set out, are hereby adopted as the date hereof to become effective on and after July 1, 2023.

____ ______________________________

Jennifer Pierce, Warren County Board of Commissioner Date

____ ______________________________

Paula Pulley, Clerk of the Board Date

Warren County

To: Warren County Board of Commissioners

Through: Crystal Smith, Interim County Manager

From: Charla Duncan, Community & Economic Development Director

Re: Environmental Protection Agency (EPA) Brownfields Assessment Grant funding application approval request

Background

The EPA Brownfields Assessment Grant provides funding for a grant recipient to inventory, characterize, assess, conduct a range of planning activities, develop site-specific cleanup plans, and conduct community involvement related to brownfield sites. In FY 22, Warren County was awarded $500,000 in assessment funding. The county is close to completing the assessments funded through this performance period and is ready to apply for more funding to continue the assessment work throughout the county. Warren County Economic Development and the County Manager's Office would like to submit an application for a $500,000 Brownfields Assessment Grant for the EPA's FY 24 cycle. In accordance with the Warren County Grant Policy, an application of this amount requires approval by the Warren County Board of Commissioners; however, there is no local match required.

County Strategic Planning Alignment

Economic Development Goal 6: Support efforts to encourage redevelopment and revitalization (Comprehensive Development Plan)
Strategy 3.1: Develop economic and community development strategies to recruit business and expand existing businesses (BOC strategic plan)
Strategy 3.2: Increase countywide tax base annually through economic and community development activities (BOC strategic plan)

Fiscal Impact

The EPA Brownfields Assessment grant funding does not require a local match. It is a reimbursement grant, so the county will need to revise the existing project fund for Brownfields assessment to include the additional grant revenue of $500,00 (if awarded). The county pays for the assessment work up front, and the county is then reimbursed the full amount by the EPA. Staff will alert the Finance Office if the grant is awarded. No amendment is needed at this time.

Recommendation

The Director of Warren County Community and Economic Development recommends that the Warren County Board of Commissioners approve a grant application to the EPA for brownfields assessment funding in the amount of $500,000 and authorize the county manager to execute all documents.

Warren County Environmental Action Team

wceateam@gmail.com
252-213-2121

Subject: EPA Community Change Grant Application Support

Dear Commissioners,

Thanks so much for engaging with us and for your continued consideration of our request. This letter provides a bit of background information and our specific ask of the County regarding the Warren County Environmental Action Team (WCEAT)'s EPA Community Change Grant application along Track 1.

We are applying for the CCG as a lead applicant and are seeking support in finalizing a site location for the development of a Center of Environmental Excellence, which would house many of the programs we already have in place regarding community and environmental health. Under Track 1 Community Driven Investments for Change, the redevelopment of a brownfield site is an applicable activity that meets the threshold criteria for the funding application. As such at this moment we have three asks of the County:

1. Can the County provide a list of Brownfield sites already assessed under the Brownfield assessment grant which already have a No Further Action status and are being considered for redevelopment?
2. Confirm whether the South Warren Elementary School is included in the list of sites. If not, is the County willing to assess SW Elementary School as a part of the Brownfield assessments and provide a timeline for the potential assessment?
3. Can the County (through the Health Department) provide community outreach and engagement support around environmental health awareness?

Thank you for your consideration, we look forward to a mutually beneficial relationship.

Dollie Burwell
Board Member

Warren County Environmental Action Team
CC: Congresswoman Eva Clayton
Reverend William Kearney

Warren County

To: Warren County Board of Commissioners

Through: Crystal Smith, Interim County Manager

From: Charla Duncan, Community & Economic Development Director

Re: Environmental Protection Agency (EPA) Community Change Grant application approval request

Background

The Warren County Grants Policy requires that county staff seek approval from the Board of Commissioners in order to apply for grants over $200,000 even if there is no local match requirement.

Warren County Community and Economic Development is requesting permission to submit an application for up to $20 million to construct segment 4 of the paved trails project, as well as completing the improvements at 429 W. Ridgeway St. (including the renovation of the “Lions Den” and the construction of the 8-acre park). The application also includes funding for programming tied to community outreach, education, and workforce development that could take place at the community facilities at 429 W. Ridgeway St.

There is no local match requirement. Staff is requesting approval to apply for Track 1 of the Community Change Grant (this track will fund approximately 150 large, transformational community-driven investment grants of $10 million - $20 million). The grant has a three-year performance period from contract execution date.

Staff will propose grant funding for $9.4 million to construct segment 4 of the recent paved trails feasibility project done in partnership with NC DOT’s Integrated Mobility Division and recently presented to the Board of Commissioners. Segment 4 would connect the future community center site at the intersection of Hwy 158 and Read Road with the county-owned property at 429 W. Ridgeway St.

Staff will propose funding in the amount of $2.5 million for the “Lions Den” remodel and $4.5 million for the remaining site improvements for the public park at 429 W. Ridgeway St.

Funding for programming expenses (including salaries and fringes, supplies, travel and professional development, community outreach, and collaborative entities subawards) will not exceed $1,000,000 for the three-year performance period.

The EPA Community Change Grant requires that local governments as Lead Applicants partner with a non-profit organization, referred to as a Statutory Partner. Lead Applicants and Statutory Partners are required to sign a partnership agreement as a part of the grant application and proposed project.

Working Landscapes, a Warrenton-based non-profit that has operated in Warren County since 2010, has agreed to partner with Warren County as the Statutory Partner. As required by the EPA Community Change grant, the Lead Applicant and Statutory Partner will enter into a partnership agreement, to include responsibilities as a sustainable design consultant, climate resilience planning consultant, community outreach collaborator, and workforce development collaborator. In addition to advising in the facilities design process so as to include sustainable and climate-friendly design-elements, Working Landscapes will create and lead community-based programming based in climate resilience, environmental justice, regenerative agriculture, sustainable community practices, and workforce development. It’s possible that other collaborating entities may be contracted to support programmatic goals.

As required by the EPA, Warren County as the Lead Applicant will be responsible for the overall management, performance, oversight, and reporting responsibilities under the grant, as well as for making subawards to Collaborating Entities, including the Statutory Partner. As required by the EPA, Warren County as the Lead Applicant will be responsible for the receipt of federal funds from EPA and the proper expenditure of these funds and will bear liability for unallowable costs.

Applications are accepted on a rolling basis no later than November 21, 2024. EPA encourages applicants to submit for funding as soon as possible so that they may resubmit if needed prior to the deadline. This application will address the following prioritized strategies within the EPA grant NOFO:

- Climate Action Strategies: green infrastructure and nature-based solutions, mobility and transportation for preventing air pollution and improving public health, energy efficiency, community resilience hubs, brownfields redevelopment, and workforce development
- Pollution Reduction Strategies: indoor air quality and community health, outdoor air quality and community health

<u>County Strategic Planning Alignment</u>

Economic Development (ED) Goal 2: Support agribusiness with programs and policies that target family farms, food producers, and sustainability

ED Goal 3: Prioritize infrastructure and service enhancements to areas with economic development opportunities (Comprehensive Development Plan)

ED Goal 4: Consider programs and pursue grants to increase access to healthy food

ED Goal 6: Support efforts to encourage redevelopment and revitalization (Comprehensive Development Plan)

ED Goal 7: Develop workforce skills in tandem with industry needs

Parks, Recreation, and Tourism (PRT) Goal 3: Increase recreational opportunities throughout the county for all ages (Comprehensive Development Plan)

PRT Goal 4: Evaluate feasibility and seek funding opportunities for bicycle facilities and/or multi-use trails to provide alternative transportation options and increase outdoor recreation (Comprehensive Development Plan)
PRT Goal 5: Evaluate opportunities for hiking and biking trails in Warren County
Infrastructure Goal 6: Coordinate with partners to maintain and enhance transportation and mobility in Warren County
Land Use and Housing (LUH) Goal 4: Designate land for economic development activities
LUH Goal 6: Cooperate with municipalities on development and land use issues gateways into county and municipalities
Strategy 3.2: Increase countywide tax base annually through economic and community development activities (BOC strategic plan)
Strategy 3.4: Create, attract, and retain a more resilient, diverse, and marketable workforce (BOC strategic plan)
Creating Outdoor Recreation Economies (CORE) Goal 1: Increase outdoor recreation and related small business revenue by 5%
CORE Goal 2: Expand publicly owned outdoor recreation amenities by two sites

Vision Statement of the Greenways & Trails Steering Committee and Initiative: *Warren County's greenways & trails safely link residents, families, and visitors to each other while fostering a deeper connection to the outdoors and natural landscape of the community. Through activities on the trail, new relationships are forged, old connections are restored, and economic opportunities are vibrant and accessible. The community is more health-conscious; they are environmental stewards and value public spaces, transportation, and art.*
Mission Statement of the Greenways and Trails Steering Committee and Initiative: *Link key destinations, services, and economic opportunities by designing safe greenways and trails that are accessible to residents and visitors with diverse mobility needs and from varied economic backgrounds.*

Fiscal Impact

The EPA Community Change Grant does not require a local match. The county is already the owner of the property at 429 W. Ridgeway St. Any right-of-way acquisitions for the paved trail segment 4 is included in the $9.4 million cost opinion for segment 4 that was recently assessed by Kittleson and Associates through the paved trails feasibility study. A past presentation of the paved trails feasibility report highlighted a question of ongoing maintenance of any constructed paved trail in the right-of-way of DOT. Maintenance of paved trail facilities in the DOT right-of-way would still fall to the county. The engineered cost opinion for segment 4 includes concrete as opposed to asphalt to assist with the longevity of the infrastructure.

Recommendation

The Director of Warren County Community and Economic Development recommends that the Board of Commissioners continue to advance the county's achievement of recreation and outdoor economy goals by approving the application for the EPA Community Change Grant for up to $20 million.

WARREN COUNTY PAVED TRAIL PHASE 4

US 401 from Future Warren County Community Center & Senior Center to Downtown Warrenton

Description:

The Warren County Phase 4 project provides a direct connection from Downtown Warrenton to the future Warren County Community Center and Senior Center. Phase 4 connects to Phase 2 and Phase 3 at US 401/Connell Rd increasing access to destinations throughout Warren County.

The Warren County Phase 4 project is anticipated to run along the east side of US 401. The typical section for the Phase 4 project is a 10-foot shared use path with a landscape buffer.[1]

Length: 1.8 Miles

Estimated Total Cost[2]: $9.4 million

- *Construction Cost: $9.0 million*
- *Right-of-Way Cost: $412,000*

Impacts to Existing Curb: No

Private Property Impacts (SF)[3]: 20,600

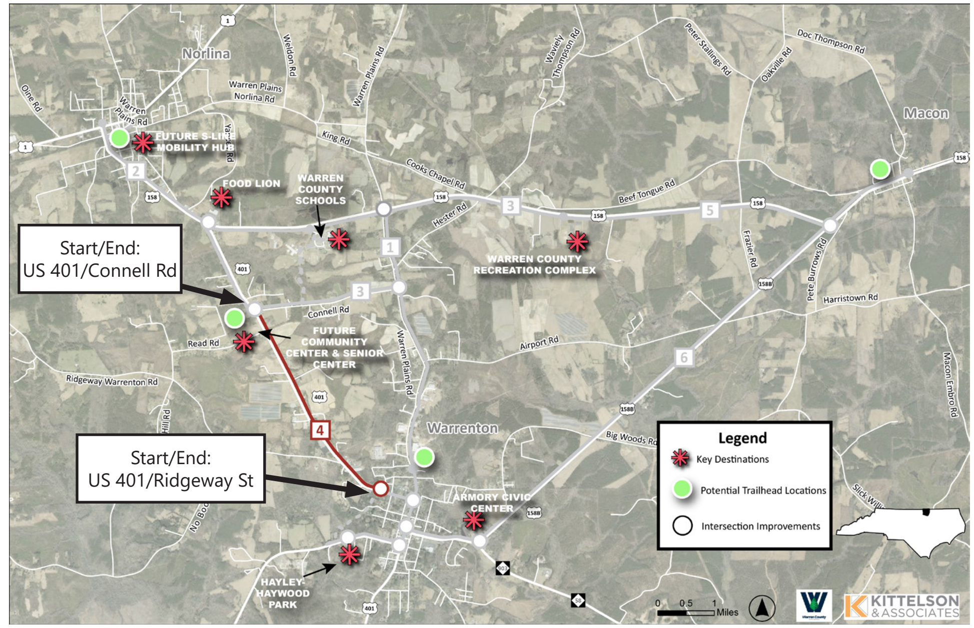
Impacts to Railroad Right-of-Way: No

Utility Impacts[3]: Significant utility pole impacts

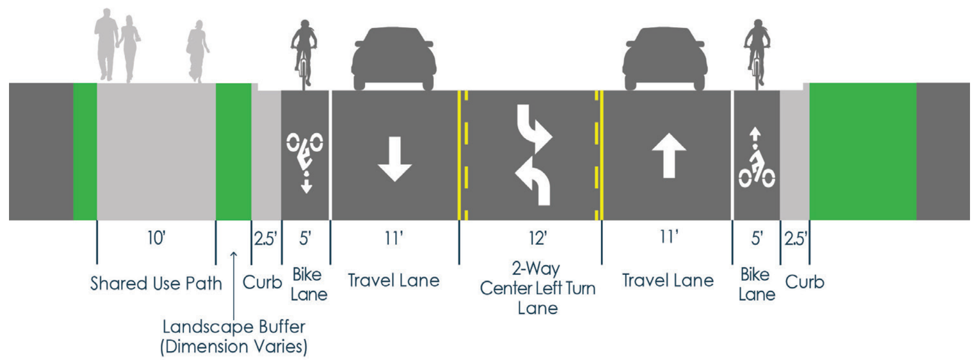
Structures Required[4]:

- 1,250 SF bridge extension

Phase Alignment:



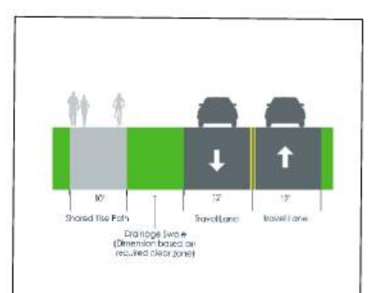
Typical Section:

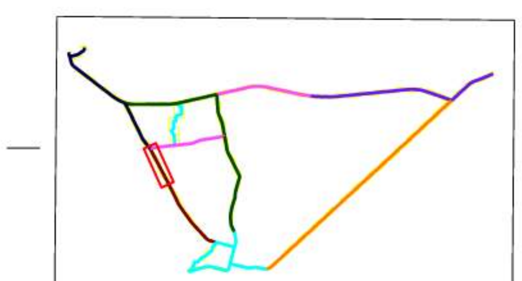


[1] Typical drainage swale dimensions need to be verified in the next phase of design.
[2] At this stage of concept development there are still significant project unknowns that limit the detail and accuracy of this preliminary opinion of probable costs. Costs were developed using broad per mile, per square foot, and/or per intersection assumptions for major design treatments. No survey has been completed to calibrate right-of-way acquisition assumptions or to inform other cost components.
[3] Private property and utility impacts should be verified through future survey and design.
[4] Structural analysis should be completed to verify the structural requirements during the next phase of design.

Integrated Mobility Division
N.C. DEPARTMENT OF TRANSPORTATION

PROPOSED RIGHT OF WAY
EXISTING PROPERTY LINE
EXISTING SURFACE WATER
EXISTING WETLANDS
PROPOSED SHARED USE PATH
PROPOSED PLANTING STRIP/DRAINAGE SWALE





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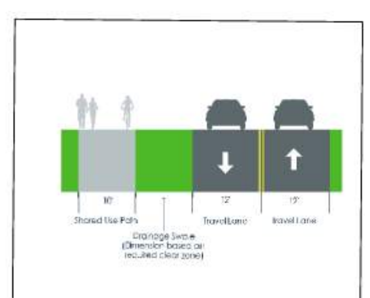
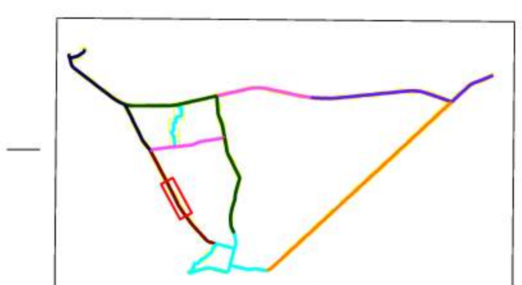
Scale: 1" = 100'

Segment 4
Warren County, NC
April 2024

Figure 4.1

PROPOSED RIGHT OF WAY
EXISTING PROPERTY LINE
EXISTING SURFACE WATER
EXISTING WETLANDS
PROPOSED SHARED USE PATH
PROPOSED PLANTING STRIP/DRAINAGE SWALE





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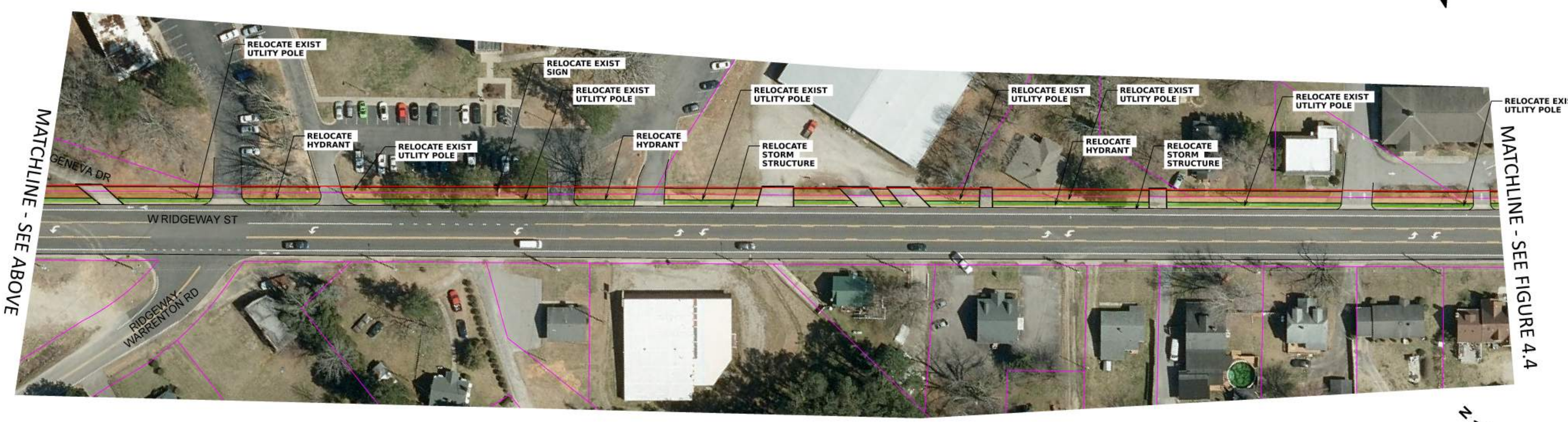
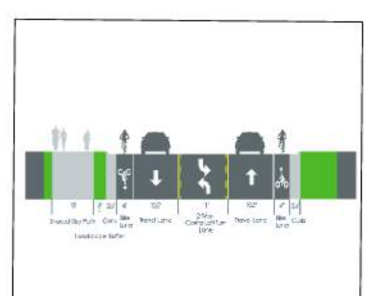
Segment 4
Warren County, NC
April 2024

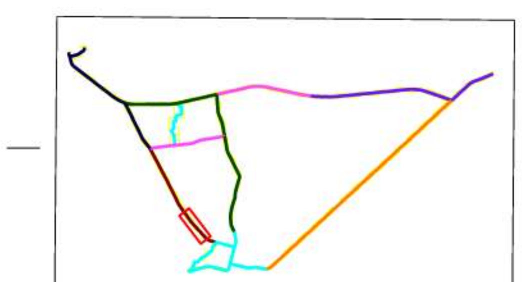
Figure 4.2

KITTELSON & ASSOCIATES



PROPOSED RIGHT OF WAY
EXISTING PROPERTY LINE
EXISTING SURFACE WATER
EXISTING WETLANDS
PROPOSED SHARED USE PATH
PROPOSED PLANTING STRIP/DRAINAGE SWALE





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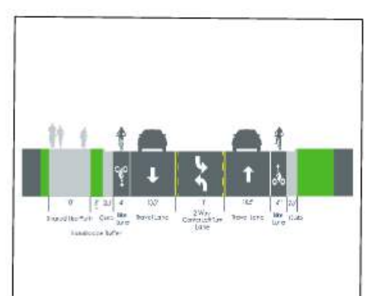
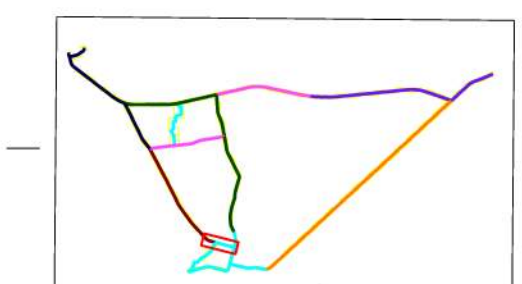
Segment 4
Warren County, NC
April 2024

Figure 4.3

KITTELSON & ASSOCIATES

PROPOSED RIGHT OF WAY
EXISTING PROPERTY LINE
EXISTING SURFACE WATER
EXISTING WETLANDS
PROPOSED CENTERLINE
PROPOSED SHARED USE PATH
PROPOSED PLANTING STRIP/DRAINAGE SWALE





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Scale: 1" = 100'

Segment 4
Warren County, NC
April 2024

Figure 4.4

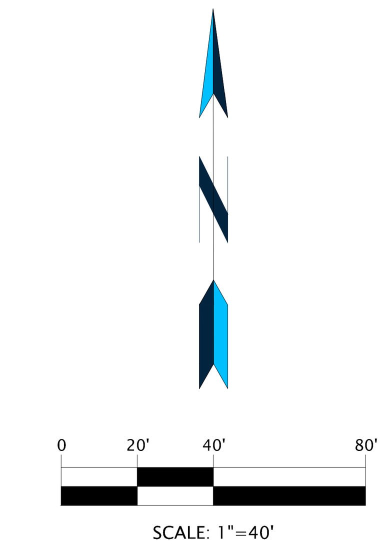
KITTELSON & ASSOCIATES

TIP No.	SPOTID xx	County:	Warren
Route	Segment 4		
From	US 158 BUS - Connell Rd to Horse Creek		CONSTR. COST
Typical Section	10' landscape buffer, 10' SUP		$8,981,612

Prepared By:	Kittelson & Associates	Date	April 2024
Requested By:	NCDOT	Date	

Line Item	Des	Sec No.	Description	Quantity	Unit	Price	Amount
			Clearing and Grubbing	7.5	Acre	$ 100,000.00	$ 750,000.00
			Unclassified Excavation	13,950.0	CY	$ 55.00	$ 767,250.00
			Borrow	0.0	CY	$ 50.00	$ -
			Drainage New Location (Typical Section)	0.0	Miles		$ -
			Fine Grading	18,600.0	SY	$ 20.00	$ 372,000.00
			Pavement Widening	0.0	SY		$ -
			New Pavement	0.0	SY		$ -
			Pavement Resurfacing	4,900.0	SY	$ 17.00	$ 83,300.00
			6" Concrete Curb and Gutter	0.0	LF	$ 60.00	$ -
			2' Concrete Curb and Gutter	0.0	LF	$ 65.00	$ -
			4" Concrete Sidewalk	10,400.0	SY	$ 105.00	$ 1,092,000.00
			6" Concrete Driveway	1,000.0	SY	$ 200.00	$ 200,000.00
			Retaining Wall	0.0	SF	$ 75.00	$ -
			Sod/Ground Covering	14,000.0	SY	$ 15.00	$ 210,000.00
			Thermoplastic Striping	0.0	SY	$ 90.00	$ -
			Detectable Warning	0.0	EA	$ 750.00	$ -
			Monolithic Islands	0.0	SY		$ -
			Guardrail	0.0	LF		$ -
			Guardrail Anchors	0.0	Each		$ -
			Fencing	0.0			
			Woven Wire	0.0	LF		$ -
			Chain Link	0.0	LF		$ -
			Erosion Control	7.5	Acres	$ 80,000.00	$ 600,000.00
				0.0			
			Signing Interchanges	0.0			
			Diamond	0.0	Each		$ -
			Half Clover	0.0	Each		$ -
			SPUI	0.0	Each		$ -
			Flyover	0.0	Each		$ -
			Other………………………	0.0	Each		$ -
				0.0			
			New RR Signal with Gates	0.0	Each		$ -
			Railroad Crossing	0.0	Each		$ -
			Upgrade Traffic Signal	0.0	Each	$ 15,000.00	$ -
			Detectable Warning Panels	1,800.0	SF	$ 50.00	$ 90,000.00
			Traffic Control (Typical Section)	1.8	Miles	$ 20,000.00	$ 36,000.00
			Thermo and Markers (24" wide)	0.2	Miles	$ 20,000.00	$ 4,000.00
				0.0			
			Structures	0.0			
			ML / Creek 'Wx 'L	2,000.0	SF	$ 600.00	$ 1,200,000.00
			RC Box Culverts	0.0			
			@ 'Hx W'- 'LExtension- 'Fill- Skew	0.0	LF	$ 400.00	$ -
			Utility Construction	0.0			
			Relocate Hydrant	3.0	EA	$ 10,000.00	$ 30,000.00
			Proposed Lighting	0.0	EA	$ 10,000.00	$ -
			Relocate Utility Pole	26.0	EA	$ 10,000.00	$ 260,000.00
			Misc. & Mob (15% Strs&Util)	0.0			$ 223,500.00
			Misc. & Mob (45% Functional)	0.0			$ 1,892,047.50
Lgth 1.8 Miles			**Contract Cost** …………..		……………………..		$ 7,810,097.50
			E. & C. 15% …………..		……………………..		$ 1,171,514.63
			Construction Cost …………..		……………………..		**$ 8,981,612.13**
			Right of Way	20,600	SF	$20	**$ 412,000.00**

*NOTE – At this stage of concept development there are still significant project unknowns that limit the detail and accuracy of this preliminary opinion of probable costs. The construction line item costs were developed using broad per mile, per square foot, and/or per intersection assumptions for major design treatments. No survey has been completed at this stage to calibrate right-of-way acquisition assumptions or to inform design development, materials quantities, utilities impacts, or other cost components. No appraisals have been completed to verify the potential real estate costs. The project costs include broad percentage assumptions for survey, design, and construction management. A significant contingency percentage has been assumed to account for the significant unknown project conditions that exist at this stage. Project costs were developed using 2024 dollars.



MASTER PLAN KEYNOTES/LEGEND

- A LIGHT POLE (TYP.)
- B AMPHITHEATER STAGE
- C PICNIC SHELTER
- D DUMPSTER/RECYCLING ENCLOSURE
- E ADA PARKING
- F ADA PARKING SIGN (TYP.)
- G STOP SIGN (R1-1)
- H 2' WIDE, WHITE STOP BAR
- J WHEEL STOP (TYP.)
- K LANDSCAPE BUFFER
- L FOOD TRUCK PARKING AREA
- M RESTROOM SHELTER
- N PROPOSED CROSSWALK
- P PROPOSED WATER SERVICE TAP
- Q PROPOSED WATER METER AND BFP
- R PROPOSED SEWER SERVICE
- S PROPOSED SEWER MANHOLE
- T PROPOSED SEWER CLEANOUT
- U PROPOSED DRAINAGE STRUCTURE
- V PROPOSED DRAINAGE PIPE
- PROPOSED OPEN SPACE
- PROPOSED ASPHALT PAVEMENT
- PROPOSED WALKING TRAIL
- PROPOSED PLAYGROUND
- PROPOSED CONCRETE SIDEWALK
- LARGE/SMALL TREE w/ CRITICAL ROOT ZONE

SITE DATA TABLE	
PIN:	2946665749
TOTAL SITE ACREAGE:	8.59
EXISTING ZONING:	C2 - HIGHWAY BUSINESS DISTRICT
EXISTING USE:	FAIR GROUNDS
BUILDING SETBACKS:	30' FRONT
	10' REAR
	25' SIDE
PARKING:	REQUIRED - 118
	LODGE: 1 FOR EACH 3 SEATS, PLUS 1 FOR EACH 100 SQ. FT. OF FLOOR AREA USED FOR ASSEMBLY
	PROVIDED - 168
EXISTING IMPERVIOUS COVER	29,682 SF, 7.9%
PROPOSED IMPERVIOUS COVER	137,241 SF, 36.7%
PROPOSED OPEN SPACE	154,165 SF, 41.2%
MIN. TREE CANOPY COVERAGE	30%

REVISIONS

Wooten
120 North Boylan Avenue • Raleigh, NC 27603-1423
(919) 828-0531 • thewootencompany.com
License Number : F-0115

WARRENTON
NORTH CAROLINA
WARREN COUNTY, NORTH CAROLINA
WARREN COUNTY FARMER'S MARKET
FARMER'S MARKET MASTER PLAN

PRELIMINARY
DO NOT USE FOR CONSTRUCTION

ISSUED FOR:

REVIEW

DATE:10/27/23

DESIGNED BY: THR/AMW
DRAWN BY: THR
CHECKED BY: AMW
PROJECT NO.: 3467-E

EX-1

0 20' 40' 80'
SCALE: 1"=40'

- PROPOSED OPEN SPACE
- PROPOSED ASPHALT PAVEMENT
- PROPOSED WALKING TRAIL
- PROPOSED PLAYGROUND
- PROPOSED CONCRETE SIDEWALK
- LARGE/SMALL TREE w/ CRITICAL ROOT ZONE

REVISIONS

Wooten

120 North Boylan Avenue • Raleigh, NC 27603-1423
(919) 828-0531 • thewootencompany.com
License Number : F-0115

WARRENTON NORTH CAROLINA

WARREN COUNTY, NORTH CAROLINA

WARREN COUNTY FARMER'S MARKET

FARMER'S MARKET MASTER PLAN

PRELIMINARY
DO NOT USE FOR CONSTRUCTION

ISSUED FOR:

REVIEW

DATE:10/27/23

DESIGNED BY:	THR/AMW
DRAWN BY:	THR
CHECKED BY:	AMW
PROJECT NO.:	3467-E

EX-2

To: Warren County Board of Commissioners

Through: Crystal Smith, Interim County Manager

From: Charla Duncan, Community & Economic Development Director

Re: Great Trails State Grant Program application request for improvements to Buck Spring Park

Background

The Warren County Grants Policy requires that county staff seek approval from the Board of Commissioners in order to apply for grants with a local match requirement of 20%.

The North Carolina Division of Parks and Recreation has opened a funding cycle as a part of their Great Trails State initiative. The Great Trails State Program provides funding for new trail development and extension of existing trails anywhere in the state of North Carolina. This includes paved trails or greenways, natural surface trails, biking trails, equestrian trails, and any other type of trail recognized by the Department of Natural and Cultural Resources. There will be one grant cycle distributing the full $25 million dollars in non-recurring funding.

Warren County Community and Economic Development would like to take advantage of this one-time grant opportunity to make improvements to Buck Spring Park. This opportunity will continue to help the county to fulfill goals outlined in the Creating Outdoor Recreation Economies (CORE) strategic plan that was adopted by the Warren County Board of Commissioners, as well as fulfill goals outlined in the county's 2022 Comprehensive Development Plan update and the vision and mission established by the county's greenways and trails steering committee.

Applications are due September 3, 2024.

Volunteers led by Warren County resident and business owner, Dave Blodgett, designed, built & maintain an approximately 3-mile mountain bike trail at Buck Spring Park. This trail, built in 2018, is the only public mountain bike trail in the entire county (and one of 2 MTB trails in a 50mile radius). The trail is sustainably designed through the woods following the contours of the old farm site, staying well away from the established nature/storybook trail walking trail and historic assets. It was built, and is maintained, by hand using only volunteers with shovels, McLeods and mattocks, creating a primitive trail tread. This primitive trail, while fun for experienced riders, is overwhelming for youth and retirees, whether walking or riding. The objective with this grant is to contract a trail builder to construct a standardized trail tread that all residents and visitors to Warren County can enjoy.

County Strategic Planning Alignment

Parks, Recreation, and Tourism (PRT) Goal 1.1: Implement prior park upgrades including… Buck Spring (improved kayak launch, wayfinding signage) (Comprehensive Development Plan)
PRT Goal 2: Monitor and improve utilization of facilities at Buck Spring (Comprehensive Development Plan)
PRT Goal 3: Increase recreational opportunities throughout the county for all ages (Comprehensive Development Plan)
PRT Goal 4: Evaluate feasibility and seek funding opportunities for bicycle facilities and/or multi-use trails to provide alternative transportation options and increase outdoor recreation (Comprehensive Development Plan)
Economic Development Goal 3: Prioritize infrastructure and service enhancements to areas with economic development opportunities (Comprehensive Development Plan)
Economic Development Goal 6: Support efforts to encourage redevelopment and revitalization (Comprehensive Development Plan)
Strategy 3.2: Increase countywide tax base annually through economic and community development activities (BOC strategic plan)
Strategy 3.4: Create, attract, and retain a more resilient, diverse, and marketable workforce (BOC strategic plan)
CORE Goal 1: Increase outdoor recreation and related small business revenue by 5%
CORE Goal 2: Expand publicly owned outdoor recreation amenities by two sites
2019 Parks and Rec Master Plan: Recommendations include making improvements to existing parkland, allocating the budget needed to pursue capital improvements, and plan for development of future parkland trails and facilities

Vision Statement of the Greenways & Trails Steering Committee and Initiative: *Warren County's greenways & trails safely link residents, families, and visitors to each other while fostering a deeper connection to the outdoors and natural landscape of the community. Through activities on the trail, new relationships are forged, old connections are restored, and economic opportunities are vibrant and accessible. The community is more health-conscious; they are environmental stewards and value public spaces, transportation, and art.*

Mission Statement of the Greenways and Trails Steering Committee and Initiative: *Link key destinations, services, and economic opportunities by designing safe greenways and trails that are accessible to residents and visitors with diverse mobility needs and from varied economic backgrounds.*

Fiscal Impact

The proposed project budget for the application is $125,000. For tier 1 counties, there is a 4:1 match requirement. For this project budget, the county would be required to match $25,000.

In the FY 24 budget, there was approximately $33,000 of unspent funds allocated for the greenways and trails initiative. The FY 24 allocation covered the end of a contract that began in FY 23, hence the unspent funds.

Staff is requesting a budget amendment to the FY 25 budget in the amount of $7,500.

With the assistance of Dave Blodgett, community partner on the mountain bike trail at Buck Spring, a sponsorship from Halifax EMC has been secured (see attached letter of intent). In-kind labor is an allowable match; Dave Blodgett has calculated a match amount for in-kind labor for construction using the 2024 NC value of volunteer time at approximately $31/hr. Warren County staff will continue to work with Mr. Blodgett to explore possible sponsorship opportunities to subsidize the county's match.

Amenity	**Project Budget**	Grant Request	Local Match
Signage	$5,000	$4,000	$1,000
Mountain bike trail construction	$115,000	$92,000	$23,000
5% construction contingency	$5,000	$4,000	$1,000
Total costs	$125,000	$100,000	$25,000

Revenue Source for Local Match	**Amount**
General Fund (Requested budget amendment)	$7,500
Halifax EMC sponsorship	$7,500
In-kind labor trail construction	$10,000
Total match	$25,000

Recommendation

The Director of Warren County Community and Economic Development recommends that the Board of Commissioners continue to advance the county's achievement of recreation and outdoor economy goals by approving the application for a Great Trails State Program grant in the amount of $100,000 with a local match of $25,000 for improvements at Buck Spring Park.

Halifax Electric Membership Corporation
A Touchstone Energy® Cooperative

July 26, 2024

Mrs. Charla Duncan
Director of Community & Economic Development
Warren County
602 West Ridgeway Street
Warrenton, North Carolina 27589

Dear Mrs. Duncan,

Halifax Electric Membership Corporation believes in building a brighter future for our state by driving growth and prosperity in our communities.

To that end, please accept this notification as our intent to sponsor planned improvements at Buck Spring Park, particularly tied to the trail system and waterfront access to Lake Gaston. We intend to support improvements with a minimum of a $7,500 match.

We understand that Warren County Community and Economic Development intends to pursue funding from the Great Trails State Program out of the NC Department of Natural and Cultural Resources. It is our hope that this sponsorship will help Warren County leverage this state funding opportunity in order to achieve your goals around recreation, the outdoor recreation economy, and public lake access in Warren County.

Sincerely,

A. Tucker Lemley
Chief Executive Officer

Office of the Sheriff

Sheriff JOHN A. BRANCHE
Warren County

P. O. BOX 678 • 132 Raffers Lane
WARRENTON, NC 27589
Office: (252) 257-3364

TO: Warren County Board of Commissioners

FROM: Sheriff John Branche

THROUGH: Crystal Smith, Interim County Manager

DATE: 07/18/2024

SUBJECT: Consider approval of purchase of a Chevrolet Silverado for the Warren County Sheriff's Office in an amount not to exceed $51,328.00 from Modern Chevrolet under the North Carolina Sheriff's Association Contract.

Background: The purpose of the Chevrolet Silverado is to replace older patrol vehicles which have high mileage and are costing more on maintenance repairs.

Fiscal Impact: Funds are budgeted for the purchase of Chevrolet Silverado at a cost of $51,328.00.

Recommendation: I recommend that the Board of Commissioners approve the purchase of Chevrolet Silverado for Warren County Sheriff's Office in an amount not to exceed $51,328.00 from Modern Chevrolet under the North Carolina Sheriff's Association Contract.

MODERN
GM Fleet & Commercial
5955 UNIVERSITY PARKWAY
WINSTON SALEM, NC 27105
336-722-4191 336-531-0048 (FAX)
BUSINESS ELITE

Date: Customer:

Vehicle: 2024 Chevrolet Silverado 1500 Crew Cab 4x4 CK10543 Color:
Spec # 225
NC Sheriff Association Contract #22-08-0913RR

Vehicle Base Price: 43545

Additional Options:

9C1 Pursuit Package	4027
L84 Engine, 5.3L EcoTec3 V8	1530
AMF Remote Keyless Entry Package	71
Z82 Trailering Package	399
ZLQ WT Fleet Convenience Package	348
AKO Glass, deep-tinted	188
CGN Chevytec spray-on bedliner, Black	512
QT5 Tailgate, gate function manual with EZ Lift	141
A2X Seat adjuster, driver 10-way power	273
6J3 Wiring, Provisions for grille lamps and siren speakers	195
6J4 Wiring, Horn and siren circuit	99

Total Vehicle Cost: 51328

Approved:

Date:

County/Agency:

Address:

City/State/Zip:

Phone:

Office of the Sheriff

Sheriff JOHN A. BRANCHE
Warren County

P. O. BOX 678 • 132 Raffers Lane
WARRENTON, NC 27589
Office: (252) 257-3364

TO: Warren County Board of Commissioners

FROM: Sheriff John Branche

THROUGH: Crystal Smith, Interim County Manager

DATE: 07/18/2024

SUBJECT: Consider approval of purchase of 2 Ford Explorers for the Warren County Sheriff's Office in an amount not to exceed $83,045.60 from Capital Ford under the North Carolina Sheriff's Association Contract.

Background: The purpose of the Ford Explorers is to replace older patrol vehicles which have high mileage and are costing more on maintenance repairs.

Fiscal Impact: Funds are budgeted for the purchase of 2 Ford Explorers at a cost of $83,045.60.

Recommendation: I recommend that the Board of Commissioners approve the purchase of 2 Ford Explorers for Warren County Sheriff's Office in an amount not to exceed $83,045.60 from Capital Ford under the North Carolina Sheriff's Association Contract.

Capital Ford, Inc.

Government Sales Division

From	Jennifer Romano Gov't Sales
Phone/Fax	Office 919-790-4648 Fax 919-871-6917
E-Mail	jromano@capitalford.com

DATE	July 16th 2024 *Warren County Sheriff's Office*
FINAL QUOTE	NC 2510A

2024 Police SUV AWD Interceptor 3.3L V-6 engine		41,203.20
Painted White/96 Ebony Black Interior/delivered		included
Power group/Cruise Control/Keyless Entry/Rear Camera/Bluetooth		included
55F Keyless Entry (Includes 4 keys/fobs)	$	319.60

In Stock units

Total Price Each	$	41,522.80
		x2
	$	83,045.60

Remit to
jromano@capitalford.com
Capital ford of Raleigh
4900 Capital Blvd
Raleigh NC 27616

SCHOOL RESOURCE OFFICER PROGRAM
MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (hereinafter "MOU") effective July 17, 2024, is made and entered into by and between the Warren County Board of Education (hereinafter "BOARD" or "Board"), the governing body of the Warren County School System (hereinafter "WCS"), and the Warren County Sheriff's Office ("Agency") on the attached signature pages.

WITNESSETH

WHEREAS, the BOARD and the Agency recognize the benefits of the School Resource Officer Program to the citizens of Warren County, North Carolina, and particularly to the students, families, and staff of the public school system of Warren County, North Carolina;

WHEREAS, the BOARD desires to have the Agency provide School Resource Officers to certain schools within the WCS;

WHEREAS, the Agency are willing to provide School Resource Officers to certain schools within the WCS; and

WHEREAS, the parties are committed to engaging in meaningful dialogue and ongoing monitoring of the operation of the program, both to ensure consistent implementation of the principles articulated herein and achievement of the School Resource Officer Program goals;

WHEREAS, it is in the best interest of the BOARD, the Agency, and the citizens of Warren County to establish the School Resource Officer Program as hereinafter described.

NOW, THEREFORE, in consideration of the promises and covenants of the parties hereto herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the BOARD and the Agency do hereby agree as follows:

Article I
Purpose and Governing Principles

This MOU outlines the goals and guiding principles as agreed to by and between the Board and the Agency in order to foster a more effective relationship between schools and law enforcement, using officers specifically trained to respond to the unique needs arising within the school setting, than can be accomplished through regular law-enforcement services. This program should provide an efficient and cohesive program that will build a positive relationship between law enforcement officers, school administrators, families and the students in the school system. A School Resource Officer Program ("SRO Program") is hereby established in the public school system of Warren County, North Carolina to promote a safe and secure environment on the campuses of the school system. The ultimate goal of the SRO Program is to provide a safe, inclusive and positive learning environment for all students and educators. The Parties recognize that the success of the SRO Program in achieving these goals hinges, in large part, on communication and collaboration among the parties and consideration of recommendations regarding the role of law enforcement in schools arising from federal, state, and local bodies and organizations (e.g., U.S. Department of Education, and the Governor's Task Force for Racial Equity in Criminal Justice).

WCS strives to foster a safe, welcoming, and inclusive environment for all students, staff, and other members of the school community. The purpose of the SRO program is to support WCS in achieving this goal by providing law enforcement officers who are specifically trained to anticipate, understand, and respond to the unique needs arising from students of varying ages and within the school setting, while recognizing that sworn police officers have constitutional, statutory and professional standards by which they are bound. The Parties shall administer the School Resource Officer Program established under this MOU without discrimination against any person on the basis of race, religion, color, sex, national origin, marital status, age, disability, sexual orientation, gender identity, political affiliation, or genetic information. In particular, under no circumstances will any representative of any of the parties engage in any conduct in violation of state or federal anti-discrimination law or Board policies addressing discrimination in their interactions with students, including but not limited to any retaliation for reporting, alleging, or filing complaints concerning any alleged discrimination.

Article II

Duties of the Agency

The Agency shall provide School Resource Officers (each, an "SRO" collectively "SROs") as follows:

1. Qualifications of SROs. The Agency shall assign regularly employed law enforcement officers to serve as SROs in certain WCS schools. Each assigned SRO will be a certified law enforcement officer by the State of North Carolina and must complete a forty (40) hour School Resource Officer training curriculum developed by the North Carolina Justice Academy, delivered by a trainer approved by the North Carolina Criminal Justice Education and Training Standards Commission, and Crisis Intervention Training and CID certification through a CIT provider approved by the Agency. If an officer does not possess SRO training and/or CIT certification at the lime of assignment, the Agency will ensure that the officer participates in any necessary coursework to receive the training and certification at the next available course offering. The Agency will further ensure that all SROs complete refresher training as required by state law.

2. Assignment of SROs. The Agency shall have the ultimate responsibility for selection and assignment of SRO Candidates to specific positions but will consider the input of WCS as described herein.

   a. *Identification and Assignment of* SROs. SROs shall be identified and assigned to specific schools by the providing Agency's leadership. SROs should have no substantiated evidence of harassment, discrimination, disproportionate minority contact, improper use of force in their work history, nor should they have any other serious performance issues in their work history that would make the officer inappropriate for performing duties as a SRO, including but not limited to any prior removal by the Superintendent pursuant to Article VI of this MOU. By assigning SROs to specific SRO positions, Agency leadership certifies that SROs meet these criteria. Additional qualifications for SROs include positive experience working with students or in a school setting and a willingness to serve as mentors for students.

b. *Input on SRO Selection.* WCS may provide the Agency with a list of optimal characteristics and qualifications for SROs, and the Agency will take this information into account when selecting and assigning SROs. In addition, in the event of an SRO vacancy at a specific school, the Chief Operations Officer, in consultation with the school principal, may provide the Agency with information regarding the school's needs and desired characteristics of an SRO, and the Agency will take this information into account when assigning an SRO to that school.

c. *Post-Selection Feedback and Procedures.*

i. The Agency will be responsible for any selected SROs' participation in an orientation process conducted in collaboration between the Agency and WCS to provide an overview of the School Resource Officer Program and review WCS policies and procedures.

ii. WCS may provide feedback to the Agency regarding SRO selection. To the extent the Chief Operations Officer, either independently or following consultation with the school principal, has any concerns regarding qualifications of an SRO or the assignment of an SRO to a specific school, the Chief Operations Officer shall communicate those concerns to Agency leadership. To the extent permitted by law, and to the extent the Agency continues to recommend the candidate for an SRO position, Agency leadership shall provide follow-up information regarding any measures taken to address the Senior Director's concerns. The Chief Operations Officer may also, at any time, request that another candidate be recommended in the non-preferred candidate's place by the Agency and will provide the Agency information regarding the request and the reasons therefore within five (5) days.

iii. WCS acknowledges that its actions in raising concerns about a recommended SRO or requesting that another candidate be recommended may result in an SRO position remaining vacant for some period of time. To the extent there is a delay in filling the SRO position, the District will not be charged for SRO services not provided as result of such vacancy.

iv. Agency and WCS shall not unlawfully discriminate against any SRO on the basis of race, religion, color, sex, national origin, marital status, age, disability, sexual orientation, gender identity, political affiliation, or genetic information with reference to the administration of the SRO Program and the implementation thereof, including but not limited to the identification, recommendation, selection, or assignment of any SRO, post-selection or feedback procedures, or any retaliation for reporting, alleging, or filing complaints concerning any alleged discrimination.

3. Assignment of SRO Supervisor. Each Agency shall designate a regularly employed law enforcement officer to supervise the assigned SRO(s) and to coordinate the functions of the SRO Program with the Superintendent or designee. The duties of the SRO supervisor shall include coordinating work assignments of the SROs between various campuses; ensuring SRO compliance with directives and policies of the Agency and the WCS; coordinating SRO scheduling and work hours (vacation requests, sick leave, etc.); and addressing concerns and complaints regarding performance and conduct of SROs in collaboration with WCS and in accordance with Agency protocols.

4. SRO Trainings.
   a) Each Agency shall ensure that its SROs maintain minimum in-service training and certification requirements as would normally apply to all other certified officers in the Agency in addition to any training and certification required under this MOU.
   b) For the SROs' minimum in-service training and certification requirements, at least four of the eight "Topic of Choice" training hours must address topics covered at the North Carolina Justice Academy's SRO training. If the North Carolina Justice Academy Law Enforcement In-Service Training topics "Topics of Choice" for the year do not include at least four hours of SRO related training, the Agency's SROs will complete the number of SRO-related training hours available.
   c) Each Agency will provide WCS an annual report containing an aggregated, anonymized record of SRO related training received by its SROs. The submitted annual report shall not contain any identifying information or information that would lead to the discovery of any SRO's identity.

5. SRO Orientation, Annual SRO Summit and Ongoing Guidance Sessions.
   a) The Agency will collaborate with the WCS to host an annual summit of SROs and school administrators to discuss issues relevant to the SRO Program and operations. The Agency shall require all SROs to attend the annual summit and any other WCS or Agency orientations and guidance sessions designed for SROs that may occur periodically during the school year during the SRO regular duty hours, so long as the scheduling of the summit and guidance sessions offered by the WCS do not conflict with assignments from the Agency.
   b) The SRO Orientation, Annual Summit, and guidance sessions shall be designed to provide resources to SROs on topics relevant to the SRO Program to foster ongoing improvement of the program, such as working with students with disabilities and special needs; student records and privacy issues; cultural competency and nondiscriminatory administration of school discipline; positive behavior interventions and supports; restorative justice and alternatives to incarceration programs; and mediation and conflict resolution processes with students.

c) Repeated failure of an SRO to attend the Annual Summit and any other WCS guidance sessions without a valid reason or proper notice may be grounds for the Superintendent to request removal of the SRO pursuant to Article VI. Other law enforcement officers who supervise SROs are strongly encouraged, but not required to attend the SRO Orientation, Annual Summit, and guidance sessions.

6. SRO Work Hours and Absences. The Agency shall not utilize the SROs during the designated workday for duties other than set forth herein, except in emergency situations that necessitate removal of one or more SROs from their normal duties pursuant to this MOU. In the event an SRO is temporarily unavailable on campus due to training, illness, approved leave, court hearing, or other reasons, the Agency shall provide a replacement officer, whenever possible. The Agency agree to use all reasonable efforts to prioritize the assignment of replacement officers at high school campus sites.

7. Reporting. At least quarterly, each Agency agrees to provide to the WCS reports of the aggregated number of referrals (reported by race, gender, offense charged, and school assignment) of WCS students by the SRO to the adult criminal justice system, juvenile petitions, teen court referrals, other referrals and/or referrals to the Campbell Law School mediation program.

Commented [MO1]: Would it be beneficial for WCS to receive reports like this?

Commented [DC2R1]:

8. Semi-Annual Feedback. The parties recognize that SRO supervisors and all law enforcement officers who provide services pursuant to this MOU are encouraged to provide feedback on the operation of the program and implementation of this MOU throughout the course of the school year. In an effort to ensure consistent monitoring and improvement of the SRO Program, at least twice during the school year - at least once prior to January 1 and at least once prior to June 1 - the SRO supervisor for the Agency shall provide feedback to the Sueprintendent pertaining to operation of the program and implementation of this MOU.

Article III
BOARD Expectations of the SRO While Serving on Campus

1. SRO Work Hours. Uniforms and Visibility on Campus.

   a. The SRO shall remain on the school grounds during normal school hours, except when necessary to attend to a law enforcement emergency, to attend any meetings or trainings described in this MOU. or to attend to official law enforcement business off-campus. With the exception of emergency situations out of the SRO's control. the SRO shall give the SRO supervisor. and principal or designee reasonable advance notice of any times when the SRO is not expected to be on campus during normal school hours, and the Agency will provide replacement officers to the extent possible in accordance with Article II, Section 6, of this MOU.

b. When working in an SRO capacity, the SRO must wear the official law enforcement uniform or other apparel issued by the Agency at all times while serving on BOARD property and shall make best efforts to maintain high visibility at all times when practical and safe to do so, especially in areas where incidents of crime or violence are most likely to occur.

c. The SRO, when possible and in accordance with guidance from the school principal or designee, may participate in or attend school functions during the SRO's regular duty hours, in order to assure the peaceful operation of school-related programs. SROs who choose to maintain and enhance their role in their school by attending extracurricular activities, school related meetings, or other school functions held outside of normal school hours, but during the SRO's regular duty hours, will be compensated by their Agency for such time. Payment to the Agency by the Board for any security services for school functions held outside of normal school hours shall be addressed through a separate contract between the Board and each Agency for law enforcement officer services.

2. SRO Mentoring and Outreach. Each SRO shall conduct himself or herself as a role model at all times and in all facets of the job; shall seek to establish a strong rapport with staff, faculty, students, and others associated with the school; and shall encourage students to develop positive attitudes towards the school, education, law enforcement officers, and positive living in general. In turn, school staff shall seek to establish a strong rapport with each SRO and foster positive relationships between the SRO, students, and members of the school community.

a. *Interaction with families and faculty groups.* The SRO shall be strongly encouraged to attend meetings of families and faculty groups to solicit their support and understanding of the School Resource Officer Program and to promote awareness of law enforcement functions during the SRO's regular duty hours.

b. *Information on community resources.* The SRO shall be familiar with community Agency that offer assistance to youths and their families, including but not limited to mental health clinics and drug treatment centers, and shall provide information on such Agency to students, families, and/or school administrators when appropriate. In addition, the SRO shall provide information to the school principal, students, and families regarding additional resources offered by community Agency or the Agency providing afterschool and summer programs and opportunities for youth.

3. Law Enforcement Actions and Safety Interventions. The Agency recognize that WCS has implemented myriad supports and services to address

student misconduct, and as result, the parties do not anticipate that law enforcement intervention will be necessary in response to the majority of student misconduct. As discussed further below, the parties agree that law enforcement and SRO intervention should be limited to those incidents of student misconduct that present a threat to the school environment and are not more appropriately handled through referral to another resource (e.g., an administrator, school counselor, restorative justice-trained staff member).

a. *Initiating Law Enforcement Actions and SRO Interventions*.

i. An SRO may initiate appropriate law enforcement actions to address criminal matters, including matters that threaten the safety and security of the school or its occupants, and/or intervene with staff or students (with or without a referral from school staff) when necessary to ensure the immediate safety of persons in the school environment in light of an actual or imminent threat to health or safety. Agency

ii. Any SRO intervention shall be reasonable in scope and duration in light of the nature of the circumstances presented and shall be reasonably calculated to protect the physical safety of members within the school community, while minimizing, to the extent possible, any unintended negative effects on students.

iii. All law enforcement actions and SRO interventions to protect the safety of others shall be consistent with all applicable laws, regulations, and policies (including Board Policy 5120, Relationship with Law Enforcement, attached hereto as Attachment B).

iv. Any use of force must be implemented pursuant to Agency procedures and protocol as well as all applicable laws; must be objectively reasonably based on the totality of the circumstances; and must not be excessive, arbitrary, or malicious. Agency procedures and protocols pertaining to use of force by law enforcement officers will give due consideration to the specific revisions recommended by Governor Roy Cooper's Task Force on Racial Equity in Law Enforcement (TREC), as articulated in TREC's 2020, Report[1].

v. Agency procedures and protocols for the use of force must be provided to the District prior to commencement of the term of this MOU and within ten (10) business days of any changes to such procedures and protocols.

vi. The SRO shall, whenever possible, advise the principal before requesting additional law enforcement assistance on campus and shall request such assistance only when necessary to protect the safety or security of those present on the school campus. Non-SRO law enforcement who are asked to report to schools for any reason, by an SRO or other official, shall, whenever possible, advise the principal in advance before coming on campus.

b. *Investigations and Arrests.* Criminal investigations and arrests by SROs will be conducted in accordance with all applicable legal requirements, including all applicable laws, regulations, and policies governing the use of force, interrogations, searches, and arrests. The SRO shall promptly notify appropriate school authorities whenever an SRO asks a student questions of an investigative nature or takes any direct law enforcement action against a student; however, notification may be withheld until deemed appropriate by the SRO if such notification would endanger a student or any other person or compromise an ongoing criminal investigation. The appropriate school authorities shall promptly notify the parent(s) or guardian of any student suspected of criminal wrongdoing, whenever an SRO asks a student questions of an investigative nature or takes any direct action against any student suspected of criminal wrongdoing. SROs and school administrators shall collaborate and determine how such notice should be given in each individual circumstance. SROs shall comply with Miranda and juvenile Miranda rules whenever applicable in the course of questioning individuals suspected of criminal wrongdoing. If an SRO questions, searches, or arrests a student at school, all reasonable efforts will be made to remove the student from other students and bystanders or otherwise to not bring undue attention to the student.

c. *Searches.* SROs shall be aware of and comply with all laws and standards regarding searches of persons and property while performing services pursuant to this MOU. In particular, SROs shall be aware of the differing standards governing searches by law enforcement officers for law enforcement purposes as compared with searches by school administrators in connection with student discipline. At no time shall any SRO request that any WCS employee lead or conduct a search of a student for law enforcement purposes.

d. *Interrogations.* In cases where the parent(s) or guardian cannot be reached and any questioning of a student is conducted without parental notification, the school principal or designee must be present during the questioning unless the SRO

[1] The North Carolina Task Force for Racial Equity in Criminal Justice's 2020 Report may be accessed at the following link: https://ncdoj.gov/wp-contenVuploads/2021/02/TRECReportFinal 02262021.pdf. The Task Force's recommendations for revisions to local law enforcement Agency' respective procedures on use of force are articulated at pages 46-48.

directs otherwise for safety or investigative reasons. Presence of the principal/designee does not in any way impact the SRO's duty, if applicable in the situation, to comply with the student's Miranda or juvenile Miranda rights. At no time shall the SRO request that any WCS employee act as an agent of the SRO or law enforcement in any interrogation.

e. *Non-school Investigations.* The SRO shall comply with BOARD Policy 5120, Relationship with Law Enforcement, regarding law enforcement investigations related to non-school matters. The SRO shall refrain from questioning students at school regarding non-school related matters unless the SRO has a warrant or unless questioning, searching or arresting a student on school property at that time is necessary, in the discretion of the SRO, for the success of a law enforcement investigation or to prevent injury or crime.

4. <u>School Discipline</u>. The school administrator shall be solely responsible for implementing the student Code of Conduct and discipline policies. The school administration, not the SRO, has primary responsibility for maintaining order in the school environment and for investigating and responding to school disciplinary matters. The SRO shall refer any reports or concerns relating to student discipline to the principal or designee and shall not independently investigate or administer consequences for violations of the Student Code of Conduct or any school disciplinary rules. The SRO should generally not have any further involvement in routine disciplinary matters, such as tardiness, loitering, noncompliance, the use of inappropriate language, dress code violations, minor classroom disruptions, and disrespectful behaviors and other similar minor infractions of school rules. School officials shall only request SRO assistance when necessary to protect the physical safety of staff, students, or others in the school environment.

a. Searches. The SRO shall not conduct or participate in searches of students or their belongings in school disciplinary investigations unless their assistance is requested by school personnel to maintain a safe and secure school environment.

b. *Interrogations.* The SRO will not be involved in questioning of students initiated and conducted by school personnel in disciplinary matters unless requested by the school personnel to maintain a safe and secure school environment. If the SRO's presence is requested under these circumstances, the SRO shall confine his or her involvement to what is reasonably necessary to protect the safety and security of members of the school community and shall not lead the investigation or actively question students.

5. <u>Joint Law Enforcement and School Discipline Investigations</u>. In cases where school disciplinary investigations and law enforcement investigations into criminal activity overlap and relate to matters affecting health or safety (e.g., when both the school administration and SRO are investigating matters related to the presence of drugs or weapons on campus), it may be appropriate for school administrators and SROs to work in tandem. In such events, the criminal investigation takes precedence over school disciplinary issues. In such circumstances, the SRO shall be mindful of and clarify his or her role as a law enforcement officer conducting a law enforcement investigation when interviewing student witnesses, particularly students suspected of criminal wrongdoing. The SRO shall also

adhere to all appropriate laws and standards governing law enforcement investigations and not assume that laws and standards that govern school disciplinary investigations will also apply to him or her in the course of conducting a criminal investigation.

6. Confidentiality; Access to Student Records. The SRO shall comply with all applicable laws, regulations, and BOARD policies, including but not limited to laws, regulations and policies regarding access to confidential student records, provided that SROs shall under no circumstances be required or expected to act in a manner inconsistent with their duties as law enforcement officers. The SRO may have access to confidential student records or to any personally identifiable information of any WCS student as defined in 34 CFR 99.3, only to the extent allowed under the Family Educational Rights and Privacy Act (FERPA) and applicable BOARD policies and procedures, including Policy 4700 {Attachment C). SROs shall not automatically have access to confidential student records or personally identifiable information in those records simply because they are conducting a criminal investigation involving a student or for general non-specific purposes. School officials may, however, share relevant confidential student records and personally identifiable information contained in those records with SROs under any of the following circumstances:

a. The SRO is acting as a "school official" (as it relates to accessing student records) as defined in 34 CFR 99.31 because he or she is exercising a function that would otherwise be performed by school personnel and has legitimate educational interests in the information to be disclosed. For example, an SRO may be authorized to review the Behavior Intervention Plan of a student with a disability if the principal or designee has requested the SRO's assistance in deescalating physical conflicts and ensuring the physical safety of the student and others when the student becomes involved in interpersonal conflicts.
b. The SRO has written consent from a parent or eligible student to review the records or information in question.
c. The principal or designee reasonably determines that disclosure to the SRO without parental consent is necessary in light of a significant and articulable threat to one or more person's health or safety.
d. The disclosure is made pursuant to a valid subpoena or court order, provided that advance notice of compliance is provided to the parent or eligible student so that they may seek protective action from the court, unless the court has ordered the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed.
e. The information disclosed is "directory information" as defined by BOARD Policy 4700, and the parent or eligible student has not opted out of the disclosure of directory information.
f. The disclosure is otherwise authorized under FERPA, its implementing regulations, and applicable WCS policies and procedures.

7. Communication between SROs and Principals. The SRO is expected to meet with the school principal and members of the administrative team designated by the principal on a regular basis, both formally and informally, to discuss school safety concerns, duties and responsibilities.

8. Development of School Safety Plans. The SRO shall report any safety concerns to the school principal and or designee and shall confer with the school principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities. The school principal will contact any other school system personnel who should be involved in these discussions.

9. SRO Orientation. Annual SRO Summit and Ongoing Guidance Sessions. The SRO shall attend all orientations, meetings, summits. and information and guidance sessions scheduled during the SRO's regular duty hours as requested by the Agency and/or WCS in accordance with Article II, Paragraph 5 herein.

Article IV
Duties of the BOARD and the WCS

1. Provision of Office Space and Access to School Community.
The BOARD, Superintendent, and school principals will provide each full-time SRO:
    a. Access to suitable accommodations at the school, which shall include a lockable room with limited access, telephone, desk, chair, computer and filing cabinet;
    b. A radio for use on campus;
    c. Keys to the assigned school; and
    d. Reasonable opportunity to address students, teachers, school administrators, and families about criminal justice, safety, and security issues relating to school-aged students.

2. Referrals to the SRO. Maintaining order in the school environment and investigating and responding to school discipline matters shall be the responsibility of the school administration. School administrators are expected to adhere to the student discipline procedures outlined in applicable state and federal law and Board policies. WCS shall refrain from involving the SRO in the response to student disciplinary incidents and the enforcement of disciplinary rules that do not constitute violations of law, except when necessary to support staff in maintaining a safe school environment. WCS shall provide training to school administrators regarding the role of the SRO and the appropriate involvement of the SRO in student matters that pose a threat to the safe school environment, at least on an annual basis. Such trainings shall include information on how to distinguish between disciplinary infractions appropriately handled by school officials versus threats to school safety that warrant a referral to law enforcement.

3. Communication between SROs and Principals. School principals are expected to meet with SROs on a regular basis, both formally and informally, to discuss school safety concerns, duties and responsibilities. To the extent a school principal and SRO assigned to a particular school interpret any provisions of this agreement differently and disagree as to proper resolution of an issue consistent with the SRO MOU (e.g., responding to requests for student records, differentiating between SRO and school administrator jurisdiction, etc.), the SRO shall contact his/her respective SRO supervisor, and the school administrator shall contact the WCS Chief Operations Officer, to provide notification of the disagreement and need for clarification. Upon such notification, the SRO supervisor

and/or the WCS Chief Operations Officer shall contact the other to discuss the issue, determine an appropriate resolution, and inform the SRO and school principal of the same.

The BOARD authorizes principals to report any crimes that occur on campus to the assigned SRO in compliance with all applicable state laws and BOARD policies that require school officials to report criminal acts occurring on school grounds to law enforcement, including N.C. Gen. Stat. § 115C-288(g). In addition, the Parties acknowledge their obligations pursuant to Senate Bill 199 to report certain crimes against children and child abuse/maltreatment, as described in Board Policy 4240/7312 attached hereto as Attachment D. The Agency expressly acknowledges that WCS staff/agents collectively discharge any such reporting obligations as to law enforcement pursuant to N.C. Gen. Stat. 14-318.6 and Board Policy 4240/7312 whenever an individual staff member or agent promptly makes a report identifying the student and information available to the reporting individual to an SRO or other law enforcement officer.

4. SRO Orientation. Annual SRO Summit and Ongoing Guidance Sessions. The WCS shall coordinate an orientation for SROs to discuss an overview of the School Resource Officer Program and review WCS policies and procedures. As provided in Article II, Paragraph 5 (SRO Orientation, Annual SRO Summit and Ongoing Guidance Sessions"}, the WCS will host, in collaboration with the Agency, an Annual Summit of SROs and school administrators to discuss issues relevant to the School Resource Officer Program and operations. At least one administrator from each school with an assigned SRO shall attend the Annual Summit. In addition, the WCS shall offer additional guidance sessions and resources to SROs on topics relevant to the SRO Program that may occur periodically during the school year, such as working with students with disabilities and special needs; student records and privacy issues; cultural competency and nondiscriminatory administration of school discipline; positive behavior interventions and supports; restorative justice and alternatives to incarceration programs; and mediation and conflict resolution processes with students. Copies of all materials and information provided to SROs pursuant to this paragraph shall also be provided to the Agency.

5. Semi-Annual Feedback. The parties recognize that WCS administrators and staff who interact with SROs are encouraged to provide feedback on operation of the program and implementation of the SRO MOU throughout the course of the school year. In an effort to ensure consistent monitoring and improvement of the program, at least twice during the school year - at least once prior to January 1 and at least once prior to June 1 - the school principal of each school where an SRO is assigned shall complete and provide to the Chief Operations Officer a School Feedback Form, as developed and provided by WCS, to provide feedback pertaining to operation of the program and implementation of the SRO MOU.

6. Annual Review of SRO Program. At the conclusion of the school year and before the start of the next school year, the Chief Operations Officer or his/her designee shall meet separately with each school principal of any school where an SRO has been assigned and with the SRO supervisor for each Agency to collect additional feedback regarding the SRO program and to provide feedback to each Agency regarding the SRO program and the performance of SROs based on staff and administrator feedback obtained during the course of the school year. The Chief Operations Officer will provide an annual update to, and solicit feedback from, the Board regarding operation of the SRO Program, new

recommendations or legislation from federal, state, and local bodies regarding the role of SROs in schools including any potential impact on the operation of the SRO Program, and potential changes to future operation of the SRO Program. A copy of update shall be provided to the Agency.

Article V

Financing the School Resource Officer Program

The BOARD agrees to enter into a separate service contract with the Agency to address the assignment of SROs to specific WCS schools and payment for SRO services during each fiscal year. The terms of any separate service contract shall not be inconsistent with the terms of this MOU. In the event of any conflict between any separate service contract regarding SRO services and the terms of this MOU, the terms of this MOU shall prevail, except that the service contract will prevail only with respect to the issue of payment for SRO services. Notwithstanding the foregoing, continuation of the SRO Program shall be contingent upon available funding from the WCS and the Agency.

In the event the BOARD and the governing board of an individual Agency are unable to agree on a separate service contract, then such individual Agency shall be relieved of any and all obligations hereunder, and the Agency's execution of this MOU shall be null and void, having no further effect.

Article VI

Employment Status of School Resource Officers; Suspension or Reassignment

Each individual SRO shall remain an employee of his or her respective assigning Agency, and shall not be an employee of the BOARD. Each Agency shall provide their SROs with the same type benefits, equipment, supplies, and training as that provided to their regularly employed law enforcement officers. As required by N.C. Gen. Stat. §§153A-98 and 160A-168, each SRO will be afforded the same privacy rights regarding his/her personnel information as any other municipal or county employee without regard to the location of their assignment; to wit, any complaints, feedback received or given, and evaluations of the SROs are part of the SRO's personnel record, and confidential pursuant to North Carolina law, with the understanding that WCS must comply with the North Carolina Public Records law (N.C.G.S. 132-1, et seq) for records it receives or in its possession.

The parties recognize that frequent input and feedback from both WCS staff and law enforcement officers is critical to ensuring effective operation of the SRO Program and consistent implementation of the guidelines articulated in this MOU. In addition to encouraging their respective employees to communicate any questions or concerns pertaining to operation of the SRO Program to their supervisors, the Agency and WCS shall jointly develop and make accessible via the WCS web site an SRO/School Administrator Feedback Form through which any individual may report and describe concerns pertaining to the implementation of this MOU. Any concerns pertaining to the performance of a particular SRO shall be directed to the Agency. The forms shall be made accessible, upon submission, to the WCS Senior Directory of Security, and shall be shared with the appropriate law enforcement agency consistent with state and federal laws governing confidentiality of student and employee information. The WCS reserves the ability to review any complaint received to include obtaining necessary information and to comply with Board policy. To the extent appropriate, the WCS Chief Operations Officer or his/her designee shall obtain further information regarding the complaint from the complainant. WCS, in consultation with the Board attorney, the Agency, and any representative thereof, shall determine whether the received complaint should be further investigated by WCS security staff or other school officials within the process outlined in this MOU and in accordance with federal and state law, including but not limited to any personnel laws. Any formal interviews or investigations of SROs will be conducted by the Agency's Internal Affairs or Professional Standards division, as the case may be. WCS may interview an SRO when required by state or federal law or if WCS, after notice to the Agency, finds that the interview of the SRO is necessary for WCS to conduct an investigation in accordance with its statutory mandate. If an SRO is interviewed by WCS, the Agency shall have the opportunity to appear with representation. Any counsel appearing during an WCS interview of an SRO shall be present on behalf of the Agency and not in a representative capacity for the SRO; the SRO shall be afforded an opportunity to have counsel present. Any release of information, documentation, or records requested by the WCS, the Board, or other any persons on their behalf or in connection to a complaint, shall be subject to all applicable federal and state laws, including but not limited to personnel laws and the North Carolina Public Records Act.

Notwithstanding expression of concern regarding SRO performance through the method described above, if, in the discretion of the WCS Superintendent or designee, a SRO is not effectively performing his or her duties or responsibilities, based on the Senior Director's experience and/or a complaint from a staff member, student or family about actions of the SRO, the Senior Director should report concerns s/he has regarding SRO performance to the SRO supervisor to address the performance concerns. In the event concerns continue or persist, the Senior Director shall recommend to the Superintendent that the SRO be removed from the program and shall state the reasons in writing. After receiving the recommendation from the Senior Director, the Superintendent or his/her designee, if s/he agrees, shall advise the individual Agency of the request. The Agency shall contact the Superintendent or his/her designee and shall agree to remove the SRO from serving WCS if, upon review by the Agency, there is verifiable, documented evidence of ongoing performance issues that have persisted despite the SRO being provided notice and an opportunity to improve.

In addition, if the WCS Chief Operations Officer documents SRO misconduct that threatens the health or safety of students or staff, the WCS will immediately notify the SRO supervisor and provide copies of such documentation, and the Agency shall promptly remove the SRO from serving WCS until the completion of the Agency's review of the misconduct, consistent with the Agency's policies and ordinances and this MOU.

In the event of the resignation, dismissal, removal or reassignment of an SRO, the responsible Agency shall provide a replacement for the SRO within a reasonable period of time, to be discussed between the parties when a vacancy occurs. During such interim period, as much as reasonably possibly, the Agency shall assign an alternate law enforcement officer temporarily to carry out the duties of the SRO until a replacement can be secured. The Agency agree to use all reasonable efforts to prioritize the assignment of replacement officers at high school campus sites.

Notwithstanding the foregoing, nothing in this MOU shall prohibit the Superintendent, in exigent circumstances, from preventing the access of any individual, including any assigned SRO to BOARD property, with notice of the Agency, if the Superintendent determines it is in the best interest of the WCS students and/or staff. In the event the Superintendent prevents the access of an SRO from an Agency to BOARD property during the term of this MOU, the associated Agency may terminate this MOU upon thirty (30) days written notice to the Warren County Board of Education. Likewise, the Agency reserves the right to suspend an SRO from duty with the WCS. During any period of suspension under this section, the Agency shall provide a replacement SRO pursuant to Article II, Section 6 (SRO Work Hours and Absences).

Article VII

Term and Termination of MOU

The term of this MOU shall begin on July 1, 2024 and end on June 30, 2027 unless terminated earlier as provided herein. However, the parties shall review the terms of this MOU at least annually and may amend it at any time in writing and by mutual agreement.

Commented [MO3]:

Any party's participation in this MOU may be terminated by that party, with or without cause, upon ninety (90) days written notice to the other parties.

Article VIII
Notice

Any notice, consent, or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to each Agency at its address listed on their respective signature page, and to the BOARD at the address below:

If to WBCOE:

Warren County Public Schools
Attn: Superintendent
109 Cousin Lucy's Lane
PO Box 110
Warrenton, NC 27589

Article IX
Miscellaneous Provisions

1. Sex Offender Registry Checks. The parties acknowledge that the requirements of G.S. 115C-332.1 apply to this MOU. Each Agency shall conduct an annual check of all sworn law enforcement officers assigned as SROs on the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Each Agency certifies that no individual may provide services to BOARD under this MOU if he/she appears on any of the sex offender registries.

2. Relationship of Parties. The Agency and the BOARD shall be independent contractors, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of either party be construed as employees, agents, or principals of any other party hereto. Each Agency maintains control over its personnel and is solely responsible for its supervision and training, and any employment rights of its personnel assigned under this MOU shall not be abridged. Each party agrees to assume the liability for its own acts or omissions, or the acts or omissions of their employees or agents, during the term of this Agreement to the extent permitted under North Carolina law.

3. Governing Law: Venue. This MOU shall be governed by the laws of the State of North Carolina. The venue for initiation of any such action shall be Warren County, North Carolina.

4. Amendments and Modifications: Additional Policies and Procedures. This MOU may be modified or amended by mutual consent of the parties as long as the amendment is executed in the same fashion as this MOU Notwithstanding the foregoing, the parties may

develop additional policies and procedures by consent to implement this MOU, including but not limited to policies and procedures regarding reporting requirements and sharing information between WCS and the Agency. Further, each party may develop internal policies and procedures to implement their respective obligations under this MOU.

5. Entire Agreement. This MOU constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this MOU.

6. Severability. In the event that any provision of this MOU shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

7. No Third-Party Benefits. There are no third-party beneficiaries to this MOU. Nothing in this MOU shall create or give to third parties any claim or right of action against an Agency or an SRO.

8. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.

9. E-Verify. All parties shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and will provide documentation reasonably requested by the other demonstrating such compliance.

10. Non-Discrimination. To the extent permitted by North Carolina law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, religion, color, sex, national origin, marital status, age, disability, sexual orientation, gender identity, political affiliation, or genetic information with reference to the subject matter of this MOU.

Minimum INSURANCE REQUIREMENTS
Below, please find descriptions of insurance coverage the law enforcement agency (hereinafter, "Contractor") must maintain during the entirety of the contract term. To the extent the amounts articulated below are lower than the minimum amounts required by applicable state law, the Contractor acknowledges that it must obtain and maintain insurance coverage in an amount that satisfies the minimum amount required by state law.

1. **Worker's Compensation –** The contractor shall provide Worker's Compensation, including Occupational Disease and Employer's Liability Insurance, in the amount required by State of North Carolina Worker's Compensation laws.

Employer's Liability – At least:

Bodily Injury	**Statutory Limits**
By Accident	$500,000 each accident
By Disease	$500,000 policy limit $500,000 each employee

2. **Public liability and Property Damage Insurance** – The Contractor shall procure insurance coverage for direct operations, contractual liability and completed operations with limits not less than those stated below.

Occurrence:

General Aggregate	$2,000,000
Premises Operations	$1,000,000
Personal & Advertising Injury	$1,000,000
Automobile Insurance	$1,000,000

3. **Law Enforcement Professional Liability** in the amount of $2,000,000 combined single limits.

4. **Certificates of Insurance** acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Owner, and that the Warren County Schools is named as additional insured on general liability.

5. **Comparable self-insurance** is acceptable in lieu of the preceding requirements, upon documentation

6. **Contractor recognizes that it must** Comply with the Affordable Care Act and accompanying Internal Revenue Service and Treasury Department Regulations.

STATE OF NORTH CAROLINA
COUNTY OF WARREN

CONTRACT FOR SCHOOL RESOURCE OFFICER SERVICES

This Agreement is made this the 17th day of July, 2024, by and between the Warren County Board of Education ("Board"), the governing body of the Warren County Schools ("School System") and Warren County, which governs the Warren County Sheriff's Office ("Agency").

WITNESSETH:

WHEREAS, the Board desires to have the County assign sworn law enforcement officers to serve as School Resource Officers at certain schools owned and operated by the Board; and

WHERAS, the County is willing to provide sworn law enforcement officers to serve as School Resource Officers within the School System; and

NOW, THEREFORE, in consideration of the promises and covenants of the parties hereto herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Board and the County do hereby agree as follows:

I. The County shall provide three (3) sworn law enforcement officers to serve as School Resource Officers for the 2024-2025 school year.

2. The officers shall be assigned full-time to the following schools:

Warren County Middle School
Warren County High School
Northside Elementary School-stationed at this location (Officer covers all three elementary schools including Northside, Mariam Boyd, and Vaughan)

3. The Board shall pay the County at the following rates for the assigned School Resource Officers:

Warren County Middle School (1) officer at $63,333.00 per year

Warren County High School (1) officer at $63,333.00 per year

Northside Elementary (covers all three elementary schools (1) officer at $ at $63,333.00 per year

The total cost to the Board for the services provided pursuant to this Agreement shall not exceed a total of $190,000.00 per year. The payments shall be made in monthly installments, upon receipt of an invoice reflecting services rendered pursuant to this agreement and the SRO MOU the prior month. The parties understand that the Board is responsible for issuing payment only for services rendered pursuant to this Agreement and the SRO MOU. Should the County be unable to provide an officer to provide services as articulated in the SRO MOU for more than two school days per month, the Board shall be responsible only for issuing payment for a pro rata share of days for which the County did provide SRO coverage ($351.85 per day, based on 180 days per school year).

4. The services described in this Agreement will be provided from August 1, 2024 through June 30, 2025.

5. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party at the address listed below.

Board	**County**
Victoria Lehman	Warren County Sheriff's Office
Warren County Schools	132 Rafters Lane
109 Cousin Lucy's Lane	Warrenton, NC 27589
P.O. Box 110	
Warrenton, NC 27589	

6. It is understood and agreed between the parties that the payment obligation of the Board under this Agreement is contingent upon the availability of appropriated funds from which payment for Agreement purposes can be made.

7. The County shall pay all federal, state, and FICA taxes, and maintain minimum insurance requirements for all sworn law enforcement officers assigned as School Resource Officers pursuant to the attached Addendum A.

8. The County shall conduct an annual check of all sworn law enforcement officers assigned as School Resource Officers on the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. The City shall not assign any officer to provide services to the Board if said officer appears on any of the aforementioned registries.

9. The County shall be an Independent Contractor of the Board, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of the County be construed as an employee, agent or principal of the Board.

10. This Agreement shall be governed by the laws of the State of North Carolina. The venue for initiation of any such action shall be Warren County, North Carolina.

11. The assignment of and services provided by School Resource Officers shall be consistent with the terms of the School Resource Officer Memorandum of Understanding (MOU) between the Board and the City effective July 17, 2024. In the event of any conflict between this Agreement and the MOU, the terms and conditions of the MOU shall control.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year indicated below.

WARREN COUNTY BOARD OF ED.	**WARREN COUNTY SHERIFF'S OFFICE**
By: ______________________	By: ______________________
NAME, TITLE	NAME, TITLE
Date: ____________________	Date: ____________________

TO: Warren County Board of Commissioners

THROUGH: Crystal Smith, County Manager

FROM: Tanika Alston, Library Director

DATE: July 16, 2024

SUBJECT: Warren County Memorial Library Board of Trustees Bylaws

Background

I am writing to request your approval of the revised bylaws for the Warren County Memorial Library Board of Trustees. Warren County Memorial Library's Board of Trustees bylaws have recently been revised (last revision was November 5, 2007). These revisions are the result of a comprehensive review process aimed at ensuring our Library Board of Trustees bylaws are current, clear, and aligned with best practices in library governance. This revision is a requirement for receiving funding for State Aid administered by the State Library of NC.

Recommendation

I respectfully request that the Warren County Commissioners review and approve the revised WCML bylaws as attached to this memorandum.

Warren County Memorial Library Board of Trustees
By-laws

The Board of Trustees of the Warren County Memorial Library assumes the responsibilities and exercises the powers and authorities granted it by the Warren County Board of Commissioners. The purpose of these By-laws is to regulate the actions of individual Trustees and the Board as a whole.

Article 1 – Definitions

When used in these By-laws, unless the context otherwise requires or specifies, the following words or phrases shall have these meanings:

1.1 "Board" shall mean the Warren County Memorial Library Board of Trustees.

1.2 "Commissioners" shall mean the Warren County NC Board of Commissioners.

1.3 "Library" shall mean the Warren County Memorial Library.

1.4 "Director" shall mean the Library Director of the Warren County Memorial Library.

1.5 "Trustee" shall mean any member of the Warren County Memorial Library Board of Trustees.

Article 2 – Membership and Attendance

2.1 The Board shall consist of no more than nine members, appointed by the Commissioners for three-year terms. Under Warren County's *Policy For Board & Committee Appointments And/Or Reappointments*: "*Except in the case of paragraph 6(b) below, Appointees may serve only three (3) consecutive three (3) year terms after which they must be removed from the board or commission. Individuals may be considered for additional terms of service on a board/commission after remaining off the board/commission for one (1) year. Whether the Board of Commissioners receives a recommendation for appointment from a specific board/commission or not, the Board of Commissioners shall have the following options to address any vacancy of a board or commission that is not addressed by statute or case law: a. If the board member currently holding a seat on a board or commission is eligible for reappointment and is desirous of continuing to serve, he or she may be reappointed by the Board of Commissioners to serve an additional term. b. If the board member currently holding a seat on a board or commission is ineligible for reappointment, having served the maximum number of terms allowed by this Policy, the Board of Commissioners and/or its representatives will make every effort to identify a willing person or persons to be considered for appointment. If permissible, until such time as a suitable replacement is found, the sitting Board member may remain on the board or commission if he or she is desirous of continuing to serve.*"

2.2 The Board shall inform the Commissioners of all applicants who received a majority vote.

2.3 Any Board member who is absent more than two consecutive meetings, or a total of four during a twelve-month period, shall be considered as having resigned and will be removed from the Board and replaced, unless the Director has been notified and special circumstances prevail as determined by the Board.

2.4 Neither the Director nor any member of the Library staff shall be eligible to be a member of the Board. Any member of the Library staff may attend Board meetings, as defined in Open Meeting laws.

Article 3 – Officers

3.1 Officers of the Board shall be chosen for a one-year term at the July meeting and shall be as follows: Chair, Vice-Chair, and Secretary. Officers may not serve more than three consecutive one-year terms unless approved by a majority of the Board.

3.2 The Chair shall preside at all meetings, appoint all committees, authorize calls for special meetings, and in general perform the duties of presiding officer. In the absence of the Chair, the Vice-Chair or a member present and selected by those present shall serve as a temporary Chair for the meeting.

3.3 The Secretary shall issue notices of all regular and all special meetings, shall keep a true and accurate account of all proceedings of the Board meetings, shall have custody of the minutes and other records of the Board, and shall notify the Commissioners of any expirations of terms and/or vacancies on the Board. If the Secretary is absent from a meeting, the Chair may appoint a Trustee to act as temporary Secretary. In the event that a Secretary is unable to complete the elected term, a member of the Library staff may be appointed to serve as temporary Secretary but will not have voting rights on the Board.

Article 4 – Meetings

4.1 The regular meeting of the Board shall be held on the second Thursday of every other month, beginning in January, at 5:30 p.m. in the Library.

4.2 Special meetings may be called by the Chair, or upon the written request of three members of the Board, for the transaction of business stated in the call for the meeting. The Secretary shall mail or email notices of specially called meetings to all Board members at least ten days before the meeting, except in the case of an emergency meeting when notifications may be made via telephone or by acknowledged email.

4.3 A quorum for the transaction of business shall consist of a simple majority of all the Board members. With sufficient notification to the Chair or Vice-Chair, a member shall be counted present by attending electronically.

4.4 All Board meetings shall conform to local, state, and national Open Meeting laws as under Article 33C of the NC General Statutes re: Meetings of Public Bodies.

4.5 Robert's Rules of Order shall govern the meetings in all cases where they are not inconsistent with these bylaws and any applicable statutes.

Article 5 – Committees

5.1 The Chair may appoint ad hoc committees for the study and investigation of special problems or projects. Such committees will serve until completion of the work for which they were appointed.

5.2 Standing committees may be formed, as needed, by a vote of the majority of Board members.

Article 6 – Powers and Duties

6.1 The Commissioners shall be responsible for the appointment of Library staff, care

and supervision of Library facilities, and development of the Library budget.

6.2 The role of Trustees:

6.2.1 To formulate and adopt programs, policies, and regulations for the government of the library.

6.2.2 To make recommendations to the Commissioners concerning the construction and improvement of buildings and other structures for the Library system.

6.2.3 To provide a minimum of one representative for the interview committee for the selection of the Director.

6.2.4 To assist in the establishment of a system of fines and charges for late return of, failure to return, damage to, and loss of materials.

6.2.5 To serve as the final authority in requests for reclassification of materials or other customer or staff concerns.

6.2.6 To assist in the development and implementation of a strategic plan for the operation of the Library.

6.2.7 To oversee the development and review of the Library's policies and procedures.

6.2.8 To otherwise advise the Commissioners on Library matters.

6.2.9 To understand and promote the mission and vision of the Library throughout the county and to advocate for equal, unrestricted access to Library materials for all.

Article 7 – Library Director and Staff

Because the Library is a division of Warren County Government, all employees, including the Director, shall be employed through the county and shall be subject to the Warren County Personnel Policies.

Article 8 – Limitations

8.1 No member of the Board, or immediate relative of a Board member or the Director, shall be considered for paid staff employment. No member of the Board or any administrative member of the library staff shall use the resources, finances, or contacts of the Library for personal profit. A Board member shall withdraw from Board discussion, deliberation, and vote on any matter in which the Board member, an immediate family member, or any organization with which the Board member is associated has a substantial financial interest.

8.2 The Board shall have no authority to enter into contracts or incur any obligation binding the Commissioners.

8.3 No member of the Board shall also be an officer in the Friends of the Warren County Memorial Library.

8.4 The Board may accept any gift, grant, bequest, or donation of any personal property offered or made for library purposes.

Article 9 – Agenda of Board Meetings

The agenda at the regular Board meeting shall be as follows:

1. Call to order
2. Conflict of Interest Disclaimer
3. Approval of Minutes
4. Approval of Financial and Statistical Reports
5. Reading of Director's Report
6. Reports of Committees
7. Unfinished Business
8. New Business
9. Adjournment

Article 10 – Amendment of By-laws

10.1 These By-laws may be amended by a vote of the majority of the entire Board members.

10.2 A written copy of the proposed amendment must be provided to each Board member no later than one month preceding the vote on that amendment.

10.3 These By-laws shall be reviewed by the Board and amended, if needed, at least every five years.

Original Adoption: June 14, 2002; Amended: November 5, 2007

Amended this the _______day of ____________ in the year________________

Signed:

____

Margaret C. Hairston
Chairman, Library Board of Trustees

____

Jennifer Pierce
Chairman, Warren County Commissioners

____

Joanne Thompson
Secretary, Library Board

____

Paula Pulley
Clerk, Board of Commissioners

SALE OF SURPLUS
WARREN COUNTY PROPERTY

WHEREAS, the County of Warren has certain property which is no longer needed and/or has been foreclosed for delinquent taxes and may lawfully dispose of such property through on-line auction.

NOW, THEREFORE, BE IT REOLVED THAT, pursuant to Article 12 North Carolina General Statute 160A-268 & 160A-270, the Warren County Board of Commissioners will sell through online auction the following:

- Planning/Zoning – Hewlett Packard Plotter
- EMS – Zoll AutoPulse Resuscitation System (5)
- Senior Center – Ultratree Captel Phone (2), Edge 2.0 Mobility Chair, Rascal Mobility Chair, Elite ES Electric Wheelchair, Toshiba HD Television, Piano and Bench

The property will not be open for inspection and is being sold in "as is" condition with no warranties. A minimum bid has been established per property. The Warren County Board of Commissioners reserves the right to reject any or all bids, to waive informalities, and to award bid in the opinion of the Owner's best interest. All questions should be directed to: Paula Pulley, Warren County Clerk to the Board (252)257-3115 (8:30 a.m. to 5:00 p.m., Monday through Friday), or emailed to paulapulley@warrencountync.gov.

BE IT FURTHER RESOLVED, the Board of Commissioners authorizes the County Manager (or designee) to dispose of said property and incur those costs incidental to sell of property; and that advertising, describing the property, the method for bidding and the date, time and place for the bid opening be placed with auction site, notice in the Warren Record Newspaper and otherwise appropriately advertised according to law.

ADOPTED this the 5th day of August, 2024.

Warren County Board of Commissioners

____
Jennifer Pierce, Chair

ATTEST:

____
Paula Pulley, Clerk to the Board

STATE OF NORTH CAROLINA
Department of
Agriculture and Consumer Services

$ **403,186**
Total Cooperative Appropriation

$ **241,912** State

$ **161,274** County

AGREEMENT FOR THE PROTECTION, DEVELOPMENT AND IMPROVEMENT OF FOREST LANDS IN **WARREN COUNTY** NORTH CAROLINA

THIS AGREEMENT is made under the authority of **Chapter 106, Article 75, of the North Carolina General Statutes, including N.C. Gen. Stat. § 106-906, titled "Cooperation between counties and State in forest protection and development,"** by and between the North Carolina Department of Agriculture and Consumer Services (hereinafter called the Department), party of the first part, and the Board of Commissioners of **WARREN COUNTY** in the State of North Carolina (hereinafter called the Board), party of the second part.

WHEREAS, the Board recognizing the need for active forest protection, development, reforestation, management and improvement in **WARREN COUNTY** has accepted the offer of the Department for cooperation in accomplishing this object; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties contract and agree to maintain a legally appointed and equipped Forest Service office to support said county at the joint cost of the State and County, insofar as the joint funds will permit, as follows:

Part I. THE DEPARTMENT AGREES:

1. To select and employ permanent and temporary position(s) in order to successfully execute the mission of the NC Forest Service and to support the forestry program in said county. These positions include:

   A) **1** County/Area Ranger(s) assigned for the purposes of controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland, and field fires; for enforcing the State's forest fire laws; for taking such preventive measures, educational and otherwise, to prevent forest fires; for developing and improving the forests through reforestation, promotion, and practice of Forest Management practices; and for protection of forests from insects and diseases.
   B) **2** Assistant County Ranger(s) for the purposes of assisting under the direction, supervision, and/or oversight of the County/Area Ranger in controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland, and field fires; for enforcing the State's forest fire laws; for taking such preventive measures, educational and otherwise, to prevent forest fires; for developing and improving the forests through reforestation, promotion, and practice of Forest Management practices; and for protection of forests from insects and diseases.

C) **0.11** Forestry Management Clerk for purposes of providing administrative support, serving as the back-up administrative contact for the assigned district, counties within the district, or unit, and serving as the primary contact for forest management administrative business within the assigned district.

D) **1** Forest Fire Equipment Operator(s) for purposes of establishing fire suppression control lines in assigned work areas and in other areas as needed using equipment, including crawler tractors (fire dozers), with various attachments, such as a fire plow, hurricane blades, etc., and operate and maintain all types of heavy site preparation equipment.

E) Temporary position(s) on an as-needed basis.

2. To furnish position(s) so employed a badge of office, stationery and report forms, instructional posters for use in the County, leaflets for distributing to landowners and others; to purchase necessary equipment, communication systems, and other Forestry improvements insofar as the joint funds will permit.

3. To pay the identified position(s) for all official services rendered at a fair rate of pay. Rates of pay are to be established by the Department in accordance with existing State salary administration policy.

4. To direct, supervise, instruct, and inspect, through its agents, the work and conduct of each position, to discipline and, when necessary, discharge such position(s).

5. To submit to the Board monthly, or at other mutually satisfactory intervals, an itemized statement of all monies to be paid by the County and those paid by the Department for the work conducted pursuant to this Agreement within said County.

State Funding

6. To make available annually from State, Federal, and other funds allotted to it, the sum of **Two Hundred Forty One Thousand Nine Hundred Twelve Dollars ($241,912)** as its share of an annual budget of **Four Hundred Three Thousand One Hundred Eighty Six Dollars ($403,186)** for carrying on the above listed work in said County.

Part II. THE BOARD AGREES:

7. To pay the Department **40** % of the total cost of the salary of position(s) specified in Part I.1 above and expenses and other proper expenditures made in connection with the overall forestry program in said County, upon receipt and consequent approval of the periodic statements submitted by the Department.

County Funding

8. To appropriate annually the sum of **One Hundred Sixty One Thousand Two Hundred Seventy Four Dollars ($161,274),** which sum shall be available for expenditure under the terms of this Agreement, and shall represent the County's share of the annual budget for carrying on work listed in this Agreement in said County.

Part III. IT IS EXPRESSLY AGREED AND UNDERSTOOD BY BOTH PARTIES:

9. That this Agreement becomes effective **July 1, 2024**, and lasts through **June 30, 2025**.

10. Payments made for services rendered in a prior contract period will apply toward the contract period in which the services were rendered and not toward the contract period when the payments are made.

    That the annual appropriations as set forth above may be revised in writing by mutual agreement between the Department and the Board, based on the amount of annual appropriation desirable for the proper conduct of the Forestry work. Such revision shall become effective at the beginning of the stated Fiscal Year. The Fiscal Year begins on July 1 and ends on June 30. Any unused balance of County funds remaining at the end of a Fiscal Year shall revert to said County unless otherwise mutually agreed upon by both parties.

11. That this Agreement may be modified only in writing and upon execution by both parties.

12. That the Board reimburse the Department as provided in Part II of this Agreement by forwarding a county voucher drawn in favor of the Department for the amount of the County's share of expenditures as set forth in the Department's monthly statement to the Board. That such payments be made by the Board within thirty days following receipt of the Department's billing.

13. The title to all improvements and equipment purchased and/or constructed in connection with this Agreement will rest with the Department; such materials or their equivalent will remain in the County as long as this Agreement is in effect, or as long as they are needed by the Department for the proper conduct of the work therein.

14. That the County/Area Ranger periodically or at the request of the Board, shall present to the Board statements of the work being done within the County, so that said Board may be always informed regarding the Forestry finances and activities within the County.

IN WITNESS WHEREOF, the said parties do hereunto affix their names and seals upon the date herein below specified.

For the Board of County Commissioners of **WARREN COUNTY**

Date______________________ _________________________ County Manager

Provisions for the payment of the monies to fall due under this Agreement have been made by appropriation duly made or by bonds or notes duly authorized and this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act

Date ____________________ ________________________County Finance Officer

For the North Carolina Department of Agriculture and Consumer Services

Date ____________________ ____________________________ Signature

N. David Smith
Chief Deputy Commissioner

WARREN COUNTY FIRE COMMISSION
PO BOX 859
WARRENTON, NC 27589
(252) 257 – 1191 Office
(252) 257 – 4974 Fax

Tare Davis
Fire Commissioner

Greg Henry
Fire Marshal

TO: Warren County Board of Commissioners

FROM: Warren County Fire Commission Board

THROUGH: Crystal Smith, Interim County Manager

DATE: July 1, 2024

<u>SUBJECT: Consider approval of contracts for fire protection services for Warren County to include 19 fire departments.</u>

<u>Background</u>

Currently the fire service in Warren County is made up of 14 volunteer fire stations within Warren County and an additional 5 departments that are not within our county but provide service. The proposed fire protection contracts are the same as the previous contract with no changes to services provided.

<u>Fiscal Impact</u>

The approximate total cost for fire protection service contracts to include all 19 fire departments is approximately $423,500.

<u>Recommendation</u>

The Warren County Fire Commission Board recommends that the Board approve fire protection contracts for a 3 year term beginning July 1, 2024 and ending June 30,2027 to include all 14 volunteer fire departments within Warren County as well as the additional 5 departments that provide service to the County.

WARREN COUNTY EMERGENCY SERVICES

890 US Hwy. 158 Bypass
Warrenton, North Carolina 27589
Phone: (252) 257-1191
Fax: (252) 257-4974

Memo

To: Warren County Board of Commissioners

Through: Crystal Smith, Interim County Manager

From: Greg Henry, Fire Marshal

Date: July 1, 2024

Re: Updated Contract for Paid Firefighters

Background

The contract for paid firefighters in Warren County had to be updated due to the increase of funds for paid firefighters in the 2024 – 2025 budget. With the current 24-25 approved budget $333,333.34 will be equally distributed between 10 fire departments. An initial amount of $2774.00 shall be provided to the one department being added this year for the purpose of paying part time positions per the contract.

Fiscal Impact

The current budget has approved $333,333.34 to be used for the purpose of paying part time firefighters positions.

Recommendation

It is my recommendation to the Board of Commissioners for your consideration to approve the updated contract for paid firefighters.

Greg Henry
Fire Marshal

Flex Financial, a division of Stryker Sales, LLC
1901 Romence Road Parkway
Portage, MI 49002
t: 1-888-308-3146 f: 877-204-1332

stryker

Date: July 01, 2024

RE: Reference no:11310222772

WARREN COUNTY, NORTH CAROLINA
PO BOX 859
Warrenton, North Carolina 27589

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.

Master Agreement

Rental Schedule to Master Agreement

Exhibit A - Detail of Equipment

Insurance Authorization and Verification

State and Local Government Rider

Opinion of Counsel

Addendum

****Conditions of Approval: Insurance Authorization and Verification,State and Local Government Rider , Opinion of Counsel**

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

Federal tax ID number:	____________	**AP address:**	____________
Purchase order number:	____________		
Upfront Payment Check No: (if applicable)	____________	**Contact name:**	____________
Phone number:	____________	**Email address:**	____________

Please fax completed documents to (877) 204-1332. Return original documents to 1901 Romence Road Parkway Portage, MI 49002 (using Fed-Ex Shipping ID# 772-432976)

The proposal evidenced by these documents is valid through the last business day of July, 2024

Sincerely,

Flex Financial, a division of Stryker Sales, LLC

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales, LLC is 38-2902424.

MASTER AGREEMENT No.2110204164

stryker

Owner: Flex Financial, a division of Stryker Sales, LLC 1901 Romence Road Parkway Portage, MI 49002	Customer: WARREN COUNTY, NORTH CAROLINA PO BOX 859 Warrenton, North Carolina 27589

1. **Master agreement.** The undersigned Customer (**"Customer"**) unconditionally and irrevocably agrees with the above referenced Owner (together with all of its successors and Assignees, collectively, **"Owner"**) to use or acquire, as applicable, the equipment and other personal property and services, if any (together with all additions and attachments to it and all substitutions for it, collectively, the **"Equipment"**) described in each Equipment Schedule referencing this Agreement (which may be in the form of an Equipment Lease Schedule, Equipment Rental Schedule, Equipment Use Schedule, Fee Per Disposable Schedule, Fee Per Implant Schedule, Equipment Purchase Schedule or other schedule referencing this Agreement, each, together with any attachments thereto, an **"Equipment Schedule"**) and purchased from the Supplier(s) noted in the applicable Equipment Schedule (each a **"Supplier"**). Each Equipment Schedule shall incorporate by reference all of the terms of this Agreement and shall constitute a separate agreement (each such Equipment Schedule, together with such incorporated terms of this Agreement, collectively, a **"Schedule"**) that is assignable separately from each other Schedule. In the event of a conflict between this Agreement and the terms of an Equipment Schedule, the terms of the Equipment Schedule shall prevail. No provision of a Schedule may be amended except in a writing signed by Owner's and Customer's duly authorized representatives.

2. **Risk of loss.** Effective upon delivery to Customer and continuing until the Equipment is returned to Owner in accordance with the terms of each Schedule, Customer shall bear all risks of loss or damage to the Equipment and if any loss occurs Customer is nevertheless required to satisfy all of its obligations under each Schedule.

3. **Payments/fees.** All periodic payments, "Semi-Annual Differential" (if a Fee Per Disposable Schedule or Fee Per Implant Schedule) and other amounts due from Customer to Owner under a Schedule are collectively referred to as **"Payments"**. Unless otherwise instructed by Owner in writing, all Payments shall be made to Owner's address in the applicable Schedule. Any payment by or on behalf of Customer that purports to be payment in full for any obligation under any Schedule may only be made after Owner's prior written agreement to accept such payment amount. If Customer fails to pay any amount due under a Schedule within ten (10) days after its due date, Customer agrees to pay a late charge equal to (as reasonable liquidated damages and not as a penalty) five percent (5%) of the amount of each such late payment. If any check or funds transfer request for any Payment is returned to Owner unpaid, Customer shall pay Owner a service charge of $55 for each such returned check or request. Customer authorizes Owner to adjust the Payments at any time if taxes included in the Payments differ from Owner's estimate. Customer agrees that the Payments under a Schedule were calculated by Owner based, in part, on an interest rate equivalent as quoted on Bloomberg under the SOFR Swap Rate, that would have a repayment term equivalent to the initial term (or an interpolated rate if a like-term is not available) as reasonable determined by us (and if the SOFR Swap Rate is no longer provided by Bloomberg, such rate shall be determined in good faith by Owner from such sources as Owner shall determine to be comparable to Bloomberg [or any successor]), and in the event the date the Equipment is delivered to Customer under any Schedule is more than 30 days after Owner sends the Schedule to Customer, Owner may adjust the Payments once to compensate Owner, in good faith, for any increase in such rate. "SOFR" with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York's website as quoted by Bloomberg.

4. **Equipment.** Customer shall keep the Equipment free of liens, claims and encumbrances, and shall not modify, move, sell, transfer, or otherwise encumber any Equipment or permit any Equipment to be used by others or become attached to any realty, in each case without the prior written consent of Owner, which consent shall not be unreasonably withheld. Any modification or addition to any Equipment shall automatically become the sole property of Owner, unless the Schedule is an Equipment Purchase Schedule or Customer selects $1.00 Buyout for any Schedule. Owner shall have the right to enter Customer's premises during business hours to inspect any Equipment and observe its use upon at least one (1) day's prior written or verbal notice. Customer shall comply with all applicable laws, rules and regulations concerning the operation, ownership, use and/or possession of the Equipment.

5. **Obligations absolute. Customer's Payments and other obligations under each Schedule are absolute and unconditional and non-cancelable regardless of any defect or damage to the Equipment (or Disposables/Implants, if applicable) or loss of possession, use or destruction of the Equipment (or Disposables/Implants, if applicable) and are not subject to any set-offs, recoupment, claims, abatements or defenses, provided that neither this Agreement nor any Equipment Schedule shall impair any express warrantees or indemnifications, written service agreements or other obligations of Stryker Corporation or any of its subsidiaries to Customer regarding the Equipment and Owner hereby assigns all of its rights in any Equipment warrantees to Customer.** Customer waives all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or any Schedule.

6. **Use/assignment/disclaimers.** All Equipment shall be used solely for business purposes, and not for personal or household use. Customer shall maintain the Equipment in good repair in accordance with the instructions of the Supplier so that it shall be able to operate in accordance with the manufacturer's specifications. **CUSTOMER SHALL NOT TRANSFER OR ASSIGN ANY OF ITS RIGHTS OR OBLIGATIONS UNDER ANY SCHEDULE OR EQUIPMENT** without Owner's prior written consent, which consent shall not be unreasonably withheld. Customer shall promptly notify Owner in writing of any loss or damage to any Equipment. Owner shall own the Equipment (unless the Schedule is an Equipment Purchase Schedule or Customer selects $1.00 Buyout for any Schedule). Owner may sell, assign, transfer or grant a security interest to any third party (each, an **"Assignee"**) in any Equipment, Payments and/or Schedule, or interest therein, in whole or in part, without notice to or consent by Customer. Customer agrees that Owner may assign its rights under and/or interest in each Schedule and the related Equipment to an Assignee immediately upon or any time after Owner's acceptance of each Schedule and upon such assignment, Customer consents to such assignment and acknowledges that references herein to "Owner" shall mean the Assignee. No Assignee shall assume or be liable for any of the Original Owner's (as defined below) obligations to Customer even though an Assignee may continue to bill and collect all of Customer's obligations under this Agreement in the name of "Flex Financial, a division of Stryker Sales, LLC. "Customer acknowledges that such Assignee is not the manufacturer or supplier of any Equipment and is not responsible for its delivery, installation, repair, maintenance or servicing and no Assignee shall have any obligations or liabilities of any kind whatsoever concerning or relating to the Equipment. Customer has selected each Supplier and manufacturer and all of the Equipment. Neither the Original Owner, Supplier nor any manufacturer is an agent of any Assignee, and no representative of the Original Owner, manufacturer or any Supplier is authorized to bind any Assignee for any purpose or make any representation on Assignee's behalf. Customer agrees to look only to Stryker Sales, LLC (the **"Original Owner"**), the Supplier(s) or the manufacturer(s) for any defect or breach of warranty regarding the Equipment.**AS TO ANY ASSIGNEE, CUSTOMER TAKES AND USES THE EQUIPMENT ON AN "AS-IS", "WHERE-IS" BASIS. ASSIGNEE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, REGARDING ANY EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT, IF ANY, THAT CUSTOMER HAS ANY CLAIMS, RIGHTS OR DEFENSES AGAINST THE ORIGINAL OWNER, ANY MANUFACTURER AND/OR ANY SUPPLIER, CUSTOMER SHALL RAISE SUCH CLAIMS, RIGHTS OR DEFENSES ONLY AGAINST THE ORIGINAL OWNER, MANUFACTURER OR SUPPLIER AND NOT AGAINST ASSIGNEE AND SHALL NONE-THE-LESS PAY ALL PAYMENTS AND OTHER AMOUNTS DUE UNDER A SCHEDULE TO THE ASSIGNEE ON THEIR RESPECTIVE DUE DATES WITHOUT ANY DEFENSE, RECOUPMENT, SETOFF, ABATEMENT, CLAIM OR COUNTERCLAIM OF ANY NATURE. THE ORIGINAL OWNER (INCLUDING FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC) MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY EQUIPMENT.**

7. **Insurance/indemnification.** Customer shall at all times maintain and provide Owner with certificates of insurance evidencing (i) third-party general liability insurance (covering death and personal injury and damage to third party property) with a minimum limit of $1 million combined single limit per occurrence and (ii) property insurance covering the Equipment against fire, theft, and other loss, damage or casualty for the full replacement value of the Equipment in each case with insurers acceptable to Owner. Such policies shall list Owner and each Assignee as an additional insured and sole loss payee, as applicable, for such insurance. Such insurance policies shall require the insurer to provide Owner with at least 30 days' prior written notice of any material change in or cancellation of the insurance. In the event that Owner determines that the insurance is not in effect, Owner may (but shall not be required to) obtain such insurance and add an insurance fee (which may include a profit) to the amounts due from Customer under the applicable Schedule. Upon any loss or damage to any Equipment, Customer shall continue to pay all Payments due under the related Schedule for the remainder of its term and shall, at Owner's sole election, either repair such

Equipment or replace it with comparable equipment satisfactory to Owner. Proceeds of insurance shall be paid to Owner with respect to any Equipment loss, damage, theft or other casualty and shall, at the election of Owner, be applied either to the repair of the Equipment by payment by Owner directly to the party completing the repairs, or to the reimbursement of Customer for the cost of such repairs; provided, however, that Owner shall have no obligation to make such payment or any part thereof until receipt of such evidence as Owner shall deem satisfactory that such repairs have been completed and further provided that Owner may apply such proceeds to the payment of any Payments or other sum due or to become due hereunder if at the time such proceeds are received by Owner there shall have occurred any Event of Default or any event which with lapse of time or notice, or both, would become an Event of Default. To the extent not expressly prohibited by applicable law, Customer will reimburse and defend Owner, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by Owner, including any Assignee, relating to the Equipment and which relate to or arise out of Customer's act or omission or the act or omission of Customer's agents or employees or others (excluding Owner) with access to the Equipment. All Taxes and indemnity obligations shall survive the termination, cancellation or expiration of a Schedule.

8. <u>UCC filings.</u> CUSTOMER WAIVES ANY AND ALL RIGHTS AND REMEDIES GRANTED TO CUSTOMER BY SECTIONS 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE ("UCC"). If and to the extent that this Agreement or a Schedule is deemed a security agreement (or if the Schedule is an Equipment Purchase Schedule or Customer selects $1.00 Buyout for any Schedule), Customer hereby grants to Owner, its successors and assigns, a security interest in all of Customer's rights under and interest in the Equipment, all additions to the Equipment and all proceeds of the foregoing. Such security interest secures all Payments and other obligations owing by Customer to Owner under the applicable Schedule. Customer authorizes Owner and any Assignee to file UCC financing statements disclosing Owner's or Assignee's interest in the Equipment. Customer shall provide Owner with at least 45 days' prior written notice of any change to Customer's principal place of business, organization or incorporation.

9. <u>Taxes.</u>
(a) Reporting and Payment. If permitted by applicable law and except as noted below, Owner shall pay when and as due all sales, use, property, excise and other taxes, and all license and registration fees now or hereafter imposed by any governmental body or agency upon any Schedule or the ownership, use, possession, or sale of the Equipment, together with all interest and penalties for their late payment or non-payment ("Taxes"). Customer shall indemnify and hold Owner harmless from any such Taxes. Owner shall prepare and file all tax returns relating to Taxes for which Owner is responsible hereunder or which Owner is permitted to file under the laws of the applicable taxing jurisdiction. Except with respect to Equipment subject to an Equipment Purchase Schedule or $1.00 Buyout, Customer will not list any of the Equipment for property tax purposes or report any property tax assessed against the Equipment. Upon receipt of any tax bill pertaining to the Equipment from the appropriate taxing authority, Owner will pay such tax and will invoice Customer for the expense. Upon receipt of such invoice, Customer will promptly reimburse Owner for such expense. If the Equipment is subject to an Equipment Purchase Schedule or $1.00 Buyout, Customer shall report and pay all applicable property taxes on such Equipment. Nothing in this Subsection shall be deemed to prohibit Customer from reporting, for informational purposes only and to the extent required under applicable law, that it uses the Equipment.
(b) Tax Ownership.
(i) If Customer selects $1.00 Buyout for any Schedule, the parties intend that Customer shall be considered the owner of the Equipment for tax purposes; provided, however, that Owner shall not be deemed to have violated this Agreement or any Schedule by taking a tax position inconsistent with the foregoing to the extent such a position is required by law or is taken though inadvertence so long as such inadvertent tax position is reversed by Owner promptly upon its discovery.
(ii) If Customer selects the Fair Market Value Option or the Fixed Purchase Option for any Schedule, the parties intend that the Schedule will not be a "conditional sale", and that Owner shall at all times and for all purposes be considered the owner of the Equipment (including for income taxes purposes), and that such Schedule will convey to Customer no right, title or interest in any of the Equipment excepts the right to use the Equipment as described in the Schedule. Customer will not take any actions or positions inconsistent with treating Owner as the owner of the Equipment on or with respect to any income tax return.
Should either the United States government (or agency thereof) or any state or local tax authority disallow, eliminate, reduce, recapture, or disqualify, in whole or in part, the Equipment tax benefits claimed under a Schedule by Owner as a result of any act or omission of Customer (collectively, "Tax Loss"), to the extent not prohibited by applicable law, Customer will indemnify Owner (on a net after tax basis) against all Tax Losses suffered, including the amount of any interest or penalties which might be assessed on Owner by the governmental authority(ies) with respect to such Tax Loss. All references to Owner in this Section include Owner and the consolidated taxpayer group of which Owner is a member. All of Owner's (including any Assignee's) rights, privileges and indemnities contained in this Section shall survive the expiration or other termination of this Agreement. The rights, privileges and indemnities contained herein are expressly made for the benefit of, and shall be enforceable by Owner (including any Assignee), or its respective successors and assigns.

10. <u>Facsimile copies.</u> Owner may from time to time, in its sole discretion, accept a photocopy or facsimile of this Agreement and/or any Schedule (bearing a photocopied or electronically transmitted copy of Customer's signature) as the binding and effective record of such agreement(s) whether or not an ink signed counterpart thereof is also received by Owner from Customer, provided, however, that no Schedule shall be binding on Owner unless and until executed by Owner. Any such photocopy or electronically transmitted facsimile received by Owner shall when executed by Owner, constitute an original document for the purposes of establishing the provisions thereof and shall be legally admissible under the "best evidence rule" and binding on Customer as if Customer's manual ink signature was personally delivered.

11. <u>Notices.</u> All notices required or provided for in any Schedule, shall be in writing and shall be addressed to Customer or Owner, as the case may be, at its address set forth above or such other address as either such party may later designate in writing to the other party. Such notice shall be considered delivered and effective: (a) upon receipt, if delivered by hand or overnight courier, or (b) three (3) days after deposit with the U.S. Postal Service, if sent certified mail, return receipt requested with postage prepaid. No other means of delivery of notices shall be permitted.

12. <u>Default; remedies.</u> Customer will be in "default" under a Schedule, if any one or more of the following shall occur: (a) Customer or any Guarantor of any Schedule ("Guarantor") fails to pay Owner any Payment due under any Schedule within ten (10) days after it is due, or (b) Customer or any such Guarantor breaches any other term of any Schedule, or (c) Customer or any such Guarantor makes any misrepresentation to Owner, or (d) Customer or any such Guarantor fails to pay any other material obligation owed to Owner, any of Owner's affiliates, or any other party, or (e) Customer or any such Guarantor shall consent to the appointment of a receiver, trustee or liquidator of itself or a substantial part of its assets, or (f) there shall be filed by or against Customer or any such Guarantor a petition in bankruptcy, or (g) Customer's articles of incorporation or other formation documents shall be amended to change Customer's name and Customer fails to give Owner written notice of such change (including a copy of any such amendment) on or before the date such amendment becomes effective, or (h) Customer's legal existence in its state of incorporation or formation shall have lapsed or terminated, or (i) Customer shall dissolve, sell, transfer or otherwise dispose of all or substantially all of its assets, without Owner's prior written consent, which consent shall not be unreasonably withheld, or (j) without prior written consent of Owner, which consent shall not be unreasonably withheld, Customer merges or consolidates with any other entity and Customer is not the survivor of such merger or consolidation. Upon default, Owner may do any one or more of the following: (1) recover from Customer the sum of (A) any and all Payments, late charges and other amounts then due and owing under any or all Schedules, (B) accelerate and collect the unpaid balance of the remaining Payments scheduled to be paid under any or all Schedules, together with Owner's anticipated residual interest in any or all Equipment subject to them, both discounted to present value at a rate of 3% per annum, and (C) Owner's related reasonable attorneys' fees, collection costs and expenses; (2) enter upon Customer's premises and take possession of any or all of such Equipment; (3) terminate any or all Schedules; and/or (4) utilize any other right or remedy provided by applicable law. Customer shall also pay to Owner interest on all unpaid amounts due under a Schedule from the due date of such amounts until paid in full, at a rate per annum equal to the lower of 1-1/2% per month or the highest rate of interest permitted by applicable law (the **"Default Interest Rate"**). In the event the Equipment is returned or repossessed by Owner, Owner will, if commercially reasonable, sell or otherwise dispose of the Equipment, with notice as required by law, and apply the net proceeds after deducting the costs and expenses of such sale or other disposition, to Customer's obligations hereunder with Customer remaining liable for any deficiency and with any excess being retained by Owner or applied as required by law. If Customer fails to perform or comply with any of its agreements or obligations, Owner may perform or comply with such agreements or obligations in its own name or in Customer's name as attorney-in-fact and the amount of any payments and expenses of Owner incurred in connection with such performance or compliance, together with interest thereon at the Default Interest Rate, shall be payable by Customer to Owner upon demand. No express or implied waiver by Owner of any default or breach of Customer's obligations hereunder shall constitute a waiver of any other default or breach of Customer's obligations hereunder.

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13. Miscellaneous. All Schedules shall be binding on Customer's successors and permitted assigns, and shall be for the benefit of Owner and its successors and Assignees. **EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF MICHIGAN, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICT OF LAWS OR CHOICE OF LAW. THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATING TO ANY SCHEDULE OR EQUIPMENT. The parties do not intend to exceed any applicable usury laws. If for any reason a Schedule is held to constitute a loan of money, any amounts payable under such Schedule in excess of the applicable highest lawful rate of interest shall be deemed a prepayment of any principal amount due under the Schedule and, if such principal is paid in full, such excess amounts shall be immediately refunded to Customer.** Customer agrees that it shall upon request from Owner, promptly provide to Owner a copy of Customer's most recent annual financial statements and any other financial information of Customer (including interim financial statements) that Owner may request. Customer authorizes Owner to share such information with Owner's affiliates for purposes of credit approval. Customer expressly authorizes credit reporting agencies and other persons to furnish credit information to Owner and its Assignees (and prospective Assignees), separately or jointly with other creditors or Owners, for use in connection with this Agreement or any Schedule. Customer agrees that Owner may provide any information or knowledge Owner may have about Customer or about any matter relating to this Agreement or any Schedule to any one or more Assignees (and prospective Assignees). Owners and joint users of such information are authorized to receive and exchange credit information and to update such information as appropriate during the term of this Agreement and each Schedule. Information about Customer may be used for marketing and administrative purposes and shared with Owner's affiliates. Customer may direct Owner not to share that information (except transaction and experience information and information needed for credit approval) with Owner's affiliates by writing to the Owner's address referenced above. This Agreement will not be valid until accepted by Owner (as evidenced by Owner's signature below). Customer represents and warrants to Owner, that effective on the date on which Customer executes this Agreement and each Schedule: (i) if Customer is a partnership, corporation, limited liability company or other legal entity, the execution and delivery of this Agreement and each Schedule and the performance of Customer's obligations hereunder and thereunder have been duly authorized by all necessary action on the part of the Customer; (ii) the person signing this Agreement and each Schedule on behalf of Customer is duly authorized; (iii) all information provided by Customer to Owner in connection with this Agreement and each Schedule is true and correct; and (iv) this Agreement and each Schedule constitute legal, valid and binding obligations of Customer, enforceable against Customer in accordance with their terms. This Agreement and each Schedule may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing or manual signing of any Schedule by Customer and when manually countersigned by Owner or attached to Owner's original signature counterpart shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof; provided, however, that: (i) if a Schedule constitutes "electronic chattel paper" or "an electronic record evidencing chattel paper" under the UCC and both Owner and Customer have signed electronically, the version identified by Owner as the "single authoritative copy" is the chattel paper for purposes of perfection by control and (ii) the Agreement may be signed electronically by both parties. . Customer agrees not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means. Any provision of a Schedule which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of the Schedule, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. Paragraph headings are for convenience only, are not part of the Schedule and shall not be deemed to affect the meaning or construction of any of the provisions hereof. Customer has not received any tax or accounting advice from Owner. This Agreement, any Schedules, any attachments to this Agreement or any Schedules and any express warrantees made by Stryker Sales, LLC constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents.

CUSTOMER HAS READ THIS AGREEMENT AND EACH SCHEDULE BEFORE SIGNING IT.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

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EQUIPMENT SCHEDULE NO. 001 TO MASTER AGREEMENT NO.2110204164

(Equipment Rental Schedule)

Owner: Flex Financial, a division of Stryker Sales, LLC 1901 Romence Road Parkway Portage, MI 49002	Customer: **WARREN COUNTY, NORTH CAROLINA** **PO BOX 859** **Warrenton North Carolina 27589**

Supplier:
Stryker Sales, LLC, 3800 E. Centre Avenue, Portage, MI 49002

Equipment description: see part I on attached Exhibit A
(and/or as described in invoice(s) or equipment list attached hereto and made a part hereof collectively, the "Equipment")

Equipment Location:
890 US HWY 158 BYP, Warrenton, North Carolina 27589

Schedule of periodic rent payments:

10 Annual payments of $326,795.05 (Plus Applicable Sales/Use Tax)

Term in months: 109	Minimum monthly uses: **n/a**	Fee per use: **n/a**

TERMS AND CONDITIONS

1. Rental agreement/term/acceptance/payments. The undersigned Customer (**"Customer"**) unconditionally and irrevocably agrees to rent from the Owner whose name is listed above (**"Owner"**) the Equipment described above, on the terms specified in this Schedule, including all attachments to this Schedule and in the Master Agreement referred to above (as amended from time to time, the **"Agreement"**). Except as modified herein, the terms of the Agreement are hereby ratified and incorporated into this Schedule as if set forth herein in full, and shall remain fully enforceable throughout the Term of this Schedule (as defined below). Capitalized terms used and not otherwise defined in this Schedule have the respective meanings given to those terms in the Agreement. The term of this Schedule (**"Term"**) shall start on the day the Equipment is delivered to Customer and shall continue for the number of months set forth above beginning with the Rent Commencement Date (as defined below). Customer shall be deemed to have accepted the Equipment for rent under this Schedule on the date that is ten (10) days after the date it is shipped to Customer by the Supplier (**"Acceptance Date"**) and, at Owner's request, Customer shall confirm for Owner such acceptance in writing. **No acceptance of any item of Equipment may be revoked by Customer.** The Periodic Rent Payments described above (**"Periodic Rent"**) shall be paid commencing on (i) the first day of the month following the month in which the Acceptance Date occurs, if the Acceptance Date is on or before the 15th of the month, or (ii) the first day of the second month following the month in which the Acceptance Date occurs, if the Acceptance Date is after the 15th day of the month (**"Rent Commencement Date"**). Unless otherwise instructed by Owner in writing, all Periodic Rent and other amounts due hereunder shall be made to Owner's address above. Any payment by or on behalf of Customer that purports to be payment in full for any obligation under this Schedule may only be made after Owner's prior written agreement to accept such payment amount. Periodic Rent is due monthly beginning on the Rent Commencement Date and continuing on the same day of each consecutive month thereafter during the Term regardless of whether or not Customer receives an invoice for it. The Minimum Monthly Uses and Fee Per Use described above shall not affect the amount of any monthly payment.

2. Return of equipment. Customers will give Owner at least 90 days but not more than 180 days written notice (the "Return Notice") (to Owner's address above) before the initial Term (or any renewal term) expiration of Customer's intention to return the Equipment, whereupon Customers shall: return all of the Equipment in good working condition at Customer's cost how, when and where Owner directs. If Customer fails to give Return Notice or the Return Notice is not sent timely, the Term will be automatically extended (upon the same terms and payments) until the first Periodic Rent payment date which is more than 90 days after Customer has given Owner written notice by certified mail that Customer will return Equipment to Owner and at the end of such extended Term, Customer shall return the Equipment as described above. All Equipment upon return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such equipment shall be eligible for manufacturer's maintenance. If Customer fails to return the Equipment as and when required, Customer shall continue to remit Periodic Rent ("Remedial Payments") to Owner on the dates such payments would be payable under this Schedule as if this Schedule had not expired or terminated.

3. Miscellaneous. If Customer fails to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by Owner to Customer, such amounts shall be added to the Periodic Rent Payments set forth above (plus interest or additional charges thereon) and Customer authorizes Owner to adjust such Periodic Rent Payments accordingly. Customer agrees that this Schedule is intended to be a "finance lease" as defined in §2A-103(1)(g) of the Uniform Commercial Code. This Schedule will not be valid until signed by Owner. Customer acknowledges that Customer has not received any tax or accounting advice from Owner. If Customer is required to report the components of its payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales, LLC will, upon Customer's written request, provide Customer with a detailed outline of the components of its payments which may include equipment, software, service and other related components. This Schedule may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing or manual signing of this Schedule by Customer and when manually countersigned by Owner or attached to Owner's original signature counterpart shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof; provided, however, that if this Schedule constitutes "electronic chattel paper" or "an electronic record evidencing chattel paper" under the UCC and both Owner and Customer have signed electronically, the version identified by Owner as the "single authoritative copy" is the chattel paper for purposes of perfection by control.

CUSTOMER HAS READ (AND UNDERSTANDS THE TERMS OF) THIS SCHEDULE BEFORE SIGNING IT:

Agreement # 11310222772

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Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

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Exhibit A to Rental Schedule001 to Master Agreement No.2110204164

Description of equipment

Customer name: WARREN COUNTY, NORTH CAROLINA

Delivery Location: 890 US HWY 158 BYP, Warrenton,North Carolina , 27589

Part I - Equipment/Service Coverage (if applicable)

Model number	Equipment description	Quantity
99577-001957	LP15 MONITOR/DEFIB	8
41577-000288	LP15 ACCRY SHIPKIT,AHA,S	8
11171-000061	SENSOR,RD SET DISPOSE,PEDIATRIC,20-BOX,MASIMO	8
11160-000013	NIBP CUFF-REUSEABLE,CHILD, BAYONET	8
11160-000011	NIBP CUFF-REUSEABLE,INFANT, BAYONET	8
11577-000002	KIT - CARRY BAG, MAIN BAG	8
11220-000028	TOP POUCH	8
11260-000039	KIT - CARRY BAG, REAR POUCH, 3RD EDITION	8
21300-008159	NIBP - TUBING, 6FT, BAYONET, UDI	8
11160-000017	NIBP CUFF-REUSEABLE,LARGE ADULT, BAYONET	8
11160-000019	NIBP CUFF- REUSEABLE,X-LARGE ADULT, BAYONET	8
11171-000082	RC-4, EMS, RAINBOW, PATIENT CABLE, 4FT, REF 4481	8
11996-000519	SENSOR,LNCS-II RAINBOW DCI 8-LAMBDA SPCO,ADULT	8
11140-000098	M ADAPTER, POWER, AC TO DC,ENHANCED, LP15	8
11140-000015	POWER CORD-MLD,DOM, STR RCPT	8
21330-001176	BATTERY PACK-LI-ION, E-CELL	16
99576-000063	LUCAS 3, 3.1, IN SHIPPING BOX, EN	8
11576-000060	LUCAS BATTERY CHARGER,MAINS PLUG,US-CAN-JA	8
11576-000071	LUCAS POWER SUPPLY WITHCORD,REDEL,CANADA,US	8
11576-000080	BATTERY,LUCAS,DARK GRAY	8
11576-000048	LUCAS CAR CABLE	8
639005550001	MTS POWER LOAD	7
639000010135	CABLE, ANCHOR TO VEHICLE	7
650705550001	6507 POWER PRO 2, HIGH CONFIG	7
650700450301	ASSEMBLY, BATTERY CHARGER	7
650700450102	ASSEMBLY, POWER CORD, NORTH AM	7
650707000002	KIT, ALVARIUM BATTERY, SERVICE	7
625705550002	6257 XPEDITION HIGH CONFIG	8
21996-000109	GATEWAY, WIRELESS, TITANIII	8

Total equipment: $2,623,757.33

Service coverage:

Model number	Service coverage description	Quantity	Years
81000001	EMS LIFENET PRO TIER 1	1	10.00
LIFEPK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	8	10.00
LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR	8	10.00

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POWERPRO-PROCARE	PROCARE-SVC-POWERPRO	7	10.00
POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD	7	10.00
77100003	Cot Upgrade or Install	14	10.00
XPEDITION-PROCARE	PROCARE-XPEDITION-STAIRCHAIR	8	10.00

Total service coverage: $603,142.75

Freight: $41,050.50

Total Amount: $3,267,950.58

Customer signature	
Signature:	**Date:**
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	**Date:**
Print name:	
Title:	

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Insurance Authorization and Verification

Date: July 01, 2024

Schedule 001 To Master Agreement Number 2110204164

To: WARREN COUNTY, NORTH CAROLINA ("Customer")
890 US HWY 158 BYP
Warrenton, North Carolina 27589

From: Flex Financial, a division of Stryker Sales, LLC ("Creditor")
1901 Romence Road Parkway
Portage, MI 49002

TO THE CUSTOMER: In connection with one or more financing arrangements, Creditor may require proof in the form of this document, executed by both Customer* and Customer's agent, that Customer's insurable interest in the financed property (the "Property") meets the requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Creditor, and its successors and assigns shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or acquired for use by policy holder through or from Creditor.
Customer must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than $1,000,000.00 (one million dollars).
Customer must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' $2,623,757.33 with deductibles no more than $10,000.00.

*PLEASE PROVIDE THE INSURANCE AGENTS INFORMATION REQUESTED BELOW & SIGN WHERE INDICATED

By signing, Customer authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Insurance agency:	
Agent name:	
Address:	
Phone/fax:	
Email address:	

Customer signature	
Signature:	**Date:**
Print name:	
Title:	

*Customer: Creditor will fax the executed form to your insurance agency for endorsement. In Lieu of agent endorsement, Customer's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Customer-executed form plus certificates) is not provided within 15 days, we have the right but not the obligation to obtain such insurance at your expense. Should you have any questions please contact Stephen Doorlag at 269-251-2028.

TO THE AGENT: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Creditor at 877-204-1332 . This fully endorsed form shall serve as proof that Customer's insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Agent signature	
Signature:	**Date:**
Print name:	
Title:	
Carrier name:	
Carrier policy number :	
Policy expiration date:	

Insurable value: $2,623,757.33

ATTACHED: PROPERTY DESCRIPTION FOR Schedule 001 To Master Agreement Number 2110204164

See Exhibit A to Schedule 001 To Master Agreement Number 2110204164

TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.

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State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **SCHEDULE001 TO MASTER AGREEMENT No. 2110204164** (the "Agreement") between **Flex Financial**, a division of Stryker Sales, LLC ("Owner") and WARREN COUNTY, NORTH CAROLINA **("Customer") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:**

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.

2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.

3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.

4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.

5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature	
Signature:	**Date:**
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	**Date:**
Print name:	
Title:	

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Opinion of Counsel Letter

July 01, 2024

Flex Financial, a division of Stryker Sales, LLC
1901 Romence Road Parkway
Portage, MI 49002

Gentlemen/Ladies:

Reference is made to SCHEDULE 001 TO MASTER AGREEMENT NO. 2110204164 (collectively, the "Agreement") between Flex Financial a division of Stryker Sales, LLC, and WARREN COUNTY, NORTH CAROLINA (herein called "Customer") for the use of certain equipment, goods and/or services as described in the Agreement. Unless otherwise defined herein, terms which are defined or defined by reference in the Agreement or any exhibit or schedule thereto shall have the same meaning when used herein as such terms have therein.

The undersigned is Counsel for the Customer in connection with the negotiation, execution and delivery of the Agreement, and as such I am able to render a legal opinion as follows:

1. The Customer is a public body corporate and politic of the State of North Carolina and is authorized by the Constitution and laws of the State of North Carolina to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder. The Customer's name set forth above is the full, true and correct legal name of the Customer.

2. The Agreement set forth above has been duly authorized, executed and delivered by the Customer and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms.

3. No further approval, consent or withholding of objections is required from any federal, state or local governmental authority and the Customer complied with all open meeting and public bidding laws with respect to the entering into or performance by the Customer of the Agreement and the transactions contemplated thereby.

4. The Customer has no authority (statutory or otherwise) to terminate the Agreement prior to the end of its term for any reason other than pursuant to the State and Local Government Customer Rider (if there is such a Rider attached to the Agreement) for the nonappropriation of funds to pay the Agreement payments for any fiscal period during the term of the Agreement.

Very truly yours,

Signature	
Signature:	**Date:**
Print Name:	
Title:	

Agreement #: 11310222772

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ADDENDUM TO RENTAL SCHEDULE 001 TO MASTER AGREEMENT NO. 2110204164 BETWEEN FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC AND WARREN COUNTY, NORTH CAROLINA

This Addendum is hereby made a part of the agreement described above (the "Agreement"). In the event of a conflict between the provisions of this Addendum and the provisions of the Agreement, the provisions of this Addendum shall control.

The parties hereby agree as follows:

1. A new Section 4 is hereby added to the end of the Schedule which shall read as follows:

4. Upgrade. Provided no default or event of default has occurred and is continuing under this Agreement, at any time between the thirty-sixth (36th) month and the sixtieth (60th) month of the Term, Customer shall have the option to upgrade (the "Upgrade Option") any or all of the Equipment in the event Owner releases for sale in the United States a new product model ("New Product") that replaces some or all of the Equipment (the "Superseded Equipment"). This option can be exercised by Customer one (1) time for each Equipment line item listed on Exhibit A during the Term. The New Product must have substantially the same functionality and specification and be of equal or greater value as the related item of Superseded Equipment, all as reasonably determined by Owner. If, Customer elects to exercise the Upgrade Option, Customer shall notify Owner of such election, in writing, and include in such notice a description of the Superseded Equipment. Immediately upon Customer's receipt of the New Product, Customer shall return the Superseded Equipment to Owner at Customer's expense and in the condition and otherwise provided for as required under this Schedule.
If at the sixtieth (60th) month of the Term Owner has not released New Product, or Customer has not exercised the Upgrade Option, Customer shall exchange (the "Like-Kind Exchange") the Equipment for new Equipment of the same make and model (the "Like-Kind Equipment") as the original Equipment (the "Original Equipment"). Immediately upon Customer's receipt of the Like-Kind Equipment, Customer shall return the Original Equipment to Owner at Customer's expense and in the condition and otherwise provided for as required under this Schedule and the Agreement.

Customer signature	
Signature:	**Date:**
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	**Date:**
Print name:	
Title:	

TO: Warren County Board of Commissioners

THROUGH: Crystal Smith, County Manager

FROM: Tanika Alston, Library Director

DATE: July 17, 2024

SUBJECT: Warren County Memorial Library Board of Trustees Approval for New Appointees

Background

The following individuals have been nominated based on their qualifications, dedication to public service, and commitment to the mission of our libraries:

Lisa Jordan-Ellis

Background/Qualifications: Lisa is a native of Warren County and attended North Carolina Central University where she received a Bachelor of Arts degree in Criminal Justice. Upon graduating from college, she began her career at the Durham County Sheriff's Office. This challenging career path gave her the opportunity to proudly serve the community and citizens of Durham County. As a law enforcement and corrections professional, Lisa performed various roles and duties to help meet the special needs of vulnerable populations with compassion. Thinking outside of the box was a key component of her abilities and performance.

Liandra Davis

Background/Qualifications: Lianndra is a native of Warren County and attended North Carolina State University where she received a Master's Degree in School Administration K-12. She currently serves as the assistant principal at Warren County Middle School. She has been an educator for 19 years. She was an instructional coach later transitioning to an assistant principal for the last 4 years.

Their respective backgrounds in education/civil service and their demonstrated commitment to community service make them exceptional candidates for the board. Their diverse skill sets and perspectives will greatly enhance the board's effectiveness and contribute to the continued success and improvement of our library services.

Thank you for your attention to this matter. Please feel free to contact me if you require any additional information or have any questions regarding these nominations.

Recommendation

I kindly request that the County Commissioners review and approve these nominations at the earliest convenience. The approval of these appointments will enable the Library Board to maintain its full complement of members and continue its essential work without interruption.